

PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: DECEMBER 13, 2018

MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- EXECUTIVE PASTOR STEVE IRWIN, WOODLAWN UNITED METHODIST CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN CHESTER
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF SPECIAL MEETING FOR HURRICANE MICHAEL UPDATES/NEEDS OF OCTOBER 18, REGULAR MEETING OF NOVEMBER 8 AND SPECIAL MEETING OF NOVEMBER 26, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN CHESTER
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 19-20, NEW YEAR'S EVE STREET PARTY, BALL DROP AND ROAD CLOSURES.** *"A Resolution of the City of Panama City Beach related to the New Year's Eve Street Party event; authorizing various road closures within Pier Park on December 29, 30 and 31, 2018 for the event's street party and ball drop; and providing an immediately effective date."*
 - 2 **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** *These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.*
 - 3 **RESOLUTION 19-21, NUISANCE ABATEMENT LIEN, 110 SAN SOUCI STREET N.** *"A Resolution of the City of Panama City Beach, Florida, approving an amount of \$2,463.25 to be liened on property located at 110 San Souci Street N for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and approving an immediately effective date."*
 - 4 **RESOLUTION 19-22, NUISANCE ABATEMENT LIEN, 9617 BEACH BLVD.** *"A Resolution of the City of Panama City Beach, Florida, approving an amount of \$1,533.28 to be liened on property located at 9617 Beach Blvd. for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and approving an immediately effective date."*

- 5 **RESOLUTION 19-23, BID AWARD - PARKS MULTI-FACILITY RESURFACING PROJECT.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with American Tennis Courts, Inc., related to the PCB Parks & Recreation Multi-Facility Resurfacing Project, in the amount of \$143,666.00."
- 6 **RESOLUTION 19-24, JEEP BEACH JAM ROAD CLOSURES.** "A Resolution of the City of Panama City Beach, authorizing temporary road closure of a portion of South Pier Park Drive and authorizing rerouting of traffic on a portion of Front Beach Road, on Saturday, May 18, 2019, for the "Jeep Beach Jam" Parade; and providing an immediately effective date."
- 7 **RESOLUTION 19-25, BID AWARD- PARKS HEAVY DUTY VEHICLE.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Jerry Pate Turf & Irrigation in the amount of \$24,881.89 for the purchase of a Toro Workman Utility Vehicle with Dump Bed; and providing an immediately effective date."
- 8 **RESOLUTION 19-26, WASTEWATER TREATMENT FACILITY REPLACEMENT ELECTRICAL BREAKER PURCHASE.** "A Resolution of the City of Panama City Beach, Florida, approving the purchase of a Magnum Replacement Breaker for the City's Wastewater Treatment Facility from Eaton Corporation in the amount of \$12,441."
- 9 **RESOLUTION 19-27, BID AWARD- PARKS IN-FIELD GROOMER.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Jerry Pate Turf & Irrigation in the amount of \$18,386.49 for the purchase of a Toro SP3040 In-field Groomer."
- 10 **RESOLUTION 19-28, BID AWARD- FRANK BROWN PARK CONCESSION MANAGEMENT & OPERATION SERVICES CONTRACT.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Morris Enterprises in the amount of \$70,100 for Frank Brown Park Concession Management and Operation Services."
- 11 **RESOLUTION 19-35, NORTH RICHARD JACKSON BLVD. ROAD CLOSURE.** "A Resolution of the City of Panama City Beach, Florida, authorizing temporary closures of portions of North Richard Jackson Boulevard on December 17, 2018 through December 20, 2018, for construction related to alleviate flooding in the area."

X. **REGULAR AGENDA - DISCUSSION/ACTION**

- | NO. | OFFICIAL | ITEM |
|-----|----------|--|
| 1 | ML | ORDINANCE 1465, RESIDENTIAL GARBAGE COLLECTION, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |
| 2 | ML | ORDINANCE 1475, AMENDING LDC REPEALING HEIGHT INCENTIVES, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |
| 3 | ML | ORDINANCE 1477, AMENDING LDC RELATED TO UTILITIES IN SCENIC CORRIDORS, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |
| 4 | ML | ORDINANCE 1478, AMENDING CHAPTER 19 RELATED TO PROHIBITING UTILITIES ON SOUTH SIDE OF SCENIC CORRIDORS, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |
| 5 | ML | ORDINANCE 1479, AMENDING LDC RELATED TO TRADITIONAL NEIGHBORHOOD OVERLAY DISTRICTS, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |

- 6 ML ORDINANCE 1480, ST. JOE LARGE SCALE COMP PLAN AMENDMENT, 1ST READING, PUBLIC HEARING.
- 7 ML ORDINANCE 1481, ST. JOE REZONING, 1ST READING, PUBLIC HEARING.
- 8 ML ORDINANCE 1483, AMENDING COASTAL MANAGEMENT ELEMENT OF THE COMP PLAN-SEA LEVEL RISE, 1ST READING, PUBLIC HEARING.
- 9 KJ RESOLUTION 19-29, HICA FOR BREAKFAST POINT 3C PLAT.
- 10 KJ PLAT APPROVAL, BREAKFAST POINT 3C, PUBLIC HEARING.
- 11 KJ PLAT APPROVAL, NAUTILUS COMMERCIAL DEVELOPMENT, PUBLIC HEARING.
- 12 KJ PLAT APPROVAL, SHOREWALK SUBDIVISION, PUBLIC HEARING.
- 13 MG ORDINANCE 1484, CONFIRMING LSV CAP, 1ST READING.
- 14 MG RESOLUTION 19-33, BID AWARD- NON-EXCLUSIVE RESIDENTIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENTS.
- 15 MG RESOLUTION 19-34, BID AWARD- DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES.
- 16 MT ORDINANCE 1482, CHARTER AMENDMENT REGARDING CIVIL SERVICE BOARD POWERS, 1ST READING.
- 17 DW RESOLUTION 19-32, BUDGET AMENDMENT #7 FOR NEW POLICE VEHICLES AND EQUIPMENT.
- 18 MG CITY CLERK POSITION-DISCUSSION RELATED TO HIRING AND COMPENSATION.

XI. DELEGATE AND STAFF REPORTS

1 **DELEGATIONS.** In accordance with the City Council's rules and procedures, residents or tax-collectors of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card. Speaker cards are located inside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by the Chair.

2 **ATTORNEY REPORT.**

3 **CITY MANAGER REPORT.**

4 **COUNCIL COMMENTS.**

5 **ADJOURN.**

PAUL CASTO	<u> X </u>
PHIL CHESTER	<u> X </u>
GEOFF MCCONNELL	<u> X </u>
HECTOR SOLIS	<u> X </u>
MIKE THOMAS	<u> X </u>

PAUL CASTO	<u> X </u>
PHIL CHESTER	<u> X </u>
GEOFF MCCONNELL	<u> X </u>
HECTOR SOLIS	<u> X </u>
MIKE THOMAS	<u> X </u>

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

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.

City Clerk

Date

City Clerk

Date

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

E-mailed to interested parties and posted on the website on: 12/10/18, 4 P.M.

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM.

THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE "CITY OF PANAMA CITY BEACH-GOVERNMENT".

NOTE: ONE OF MORE MEMBERS OF OTHER CITY BOARDS MAY APPEAR AND SPEAK AT THIS MEETING.

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

DRAFT MINUTES

The Special Meeting of the City Council of the City of Panama City Beach, Florida, related to Staff Updates/Needs from Hurricane Michael, held on October 18, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
AMY E. MYERS

Mayor Thomas called the Special Meeting to order at 9 A.M. with all Council members, City Manager, City Clerk and City Attorney present.

Councilman Chester gave the invocation and led the Pledge of Allegiance.

Mayor Thomas invited Ms. Sandy Sims from Gulf Power to the podium for an update on the electrical situation. Ms. Sims spoke of the 7,000 power employees brought to the area who had restored electrical services to 80,000 customers out of the original 130,000 customers who lost power during the storm. She thanked the Council for being able to stage her 700 crewmen at Frank Brown Park. She spoke of the City being almost fully restored for those buildings that could accept power.

ITEM 1 CITY MANAGER. Mr. Gisbert commended the City employees who not only worked the 8-10-12 hour days here, they changed clothes and went across the bridge to help. He said as the City improved, our personnel were lent to the other communities. As food donations arrived, they were dispersed to the balance of the community. He explained the traffic burden, the crews staying here and then traveling across the bridge.

Councilman Casto asked about Verizon. Mr. Gisbert explained the spotty service and AT&T responding to the City's need with sixty new phones for communications. Ms. Proctor responded by bringing new phones to him at midnight Thursday night which allowed the Police Department to communicate. He said AT&T continually provided more phones as they became available. He explained that Thursday, the City had functioned with handwritten notes between Departments.

Councilman Casto asked about internet services. Mr. Gisbert said he had not been able to communicate with WOW or Comcast. The City was fortunate to have all three providers on site and was able to access the internet the next day. Mr. Gisbert said the City offered its office spaces to other communities. Councilman Solis said WOW was anticipating another two to three weeks for the beach due to many problems resplicing lines on the new poles. He said Comcast was doing a little better.

Councilman Chester asked if he had been able to reach the Springfield Mayor who was running City Hall from his car. Ms. Myers said she had heard from their City Attorney that they were set up and very appreciative for the City's Police Mobile Command Center sent because they had nothing.

ITEM 2 POLICE DEPARTMENT. Chief Whitman spoke of shared resources and he complimented his men and women and thanked Police Chaplain John Woodrow who counseled not only law enforcement but any employee who needed help. He reported on the 37 Mutual Aid officers from all over the State. He said they were enforcing the curfew to protect the neighborhoods and our City would have a large influx of people and he wanted to ensure their safety. Chief Whitman thanked the Fire Department for not only doing their normal 24-hour shift but then going out the next day to help the public or City workers. He continued that FHP was coming with their Command Center with the assignment to get traffic moving on Panama City Beach Parkway. He said that should help as both Front Beach and the Parkway were gridlocked.

Chief Whitman said, for the future, he would need a backup for the new digital communications system once the old analog system was replaced. He said AT&T had been dropping off phones nonstop and now the Department could receive calls and dispatch officers as well as helping the Sheriff throughout the County doing welfare

checks. He asked to increase his manpower by adding three full-time officers now and explained the time it took for training.

Councilman Casto asked about looters and Chief Whitman responded that there were some thefts but not the looting like in town. Chief Whitman said he had about 50 officers out at night, paired with Mutual Aid. He stated the community was safe.

Councilman McConnell said the City was housing and staging many of the First Responders who only added to the traffic congestion. Chief Whitman said the two shelters here would house over 1,000 people until they could find long-term housing. Councilman Solis offered a motion to hire the three new officers as he believed the Chief would be frugal but it was a lengthy process to hire an officer. Ms. Myers said the Council had a regular meeting next Thursday and it would be more appropriate to take long-term action at that meeting.

ITEM 3 FIRE DEPARTMENT. Mr. Gisbert explained that Chief Couch helped with the EOC and Deputy Chief Morgan coordinated his officers working the normal schedule then getting off duty and helping others for another day. Chief Couch said he split his crews to assist in Lynn Haven, Panama City and Springfield, and even over to Mexico Beach. He said his officers, once their 24-hour shift was over, were either going to another firehouse to stage or out cutting trees and clearing roads. Chief Couch said he planned to come to the Council soon to ask for more equipment and personnel already budgeted to fast track them.

Deputy Chief Morgan said out of our 35 Firefighters, 15 were in temporary housing since most lived in Lynn Haven. He said his Firefighters worked a 72-hour shift during the hurricane, without knowing if wives and children were safe at home. As soon as the storm passed, his officers joined with the Police to clear hazards within the City and make welfare checks. Once the City was cleared the next day, they moved to Thomas Drive and worked with the County. Then to Lynn Haven for two days to clear homes and perform rescues. However, at no time was the City unprotected as a well-staffed engine and rescue company remained on duty. He said the firefighters were now back to the 24/48 schedule and the shift going off duty would work in a support manner, working to account for City employees. D.C. Morgan said his officers went as far as Youngstown and Fountain to check on City employees and give them support to get them back to work. He said as of this morning, they had been able to make over 100 homes safer by tarping roofs and clearing trees for access. He continued that many of his firefighters were going over to Springfield to assist on their rigs on their 3rd day because Springfield had no help.

Mr. Gisbert said on Thursday, when there was no water, it was determined that buildings which should not have been occupied were able to remain open to a certain height because they could be reached via a pump truck. With only a limited amount of water, the Department contacted Walton County and they brought over three pump trucks to assist the City. D.C. Morgan said many intrastate resources had arrived to help, from Jacksonville to Pinellas County.

Councilman Solis thanked Captain Terry Parris for working with the EOC on the logistics and orders for other Departments that had been decimated. Mayor Thomas asked if the City had enough water pressure now to protect the City. Chief Couch said yes, the entire stretch of the island.

ITEM 4 UTILITIES DEPARTMENT. Mr. Shortt said the system was running and everything that could be served was operating. The City bought all water from Bay County, and the County had major damage and had lost their ability to send water to the City. On the east end, on the McElvey side, there were major water breaks at the Navy Base and the Treasure Island Marina boat barn. He said the City lost a lot of water there and ran out at the east end of the island earlier than the west end. He said it was not that the City had damage to the system but rather that the County could not send us water to send to our customers. He reminded that there was a Boil Water Notice now and the County was working diligently to get their system cleared. He hoped that would be cleared by the weekend so the water would flow to the City. However, that did not clear Panama City Beach. Our system would then be tested to release the Boil Water Notice to our customers he hoped by mid next week.

On the Wastewater side, Mr. Shortt asked the residents not to use their sprinklers because the County only had one functional water pumping station. He said if the City's crews saw sprinklers operating, they were instructed to shut them off until the capacity was improved. They did not have communications with some of the lift stations on the east end but all had line power thanks to Gulf Power. He said some pumps were damaged, but in the big picture, the City was whole on the sewer side.

On the distribution side, the system was stressed due to the falling trees. He said there would be a higher instance of water breaks because of trees falling, exposing the pipes or removing their support. Mr. Shortt said the system was running at full pressure anywhere the pipes were intact. He explained the challenges in finding the water leaks due to the vast amount of yard debris.

Mr. Shortt said help from Pensacola was staged at the Wastewater Plant to help Lynn Haven. Panama City was meeting now and will report their needs, and then he can determine what resources the City could spare to help.

Mr. Shortt said he was very proud of his employees who worked very hard to get the system up and running. He said the Department was low on staff due to the starting pay issue, missing about ten people. He asked the Council to look into that issue in order to help hire the needed employees.

Councilman Casto asked if McElvey and West Bay were functional. Mr. Shortt explained how Bay County worked to get a clean pipeline from their plant to our plant. He said the reservoirs were full at this time and trying to minimize demand on the system because the County still had issues with a reliable supply to the island. In the two locations, the City had 25,000,000 gallons. Councilman Chester asked if the water line across the bridge had been damaged. Mr. Shortt said not to his knowledge. Councilman McConnell reported how Mr. Shortt had personally went to the EOC to work with the County to reroute the water to get to West Bay, planning a viable route to get water to the island. Mr. Shortt explained the difficulties in processing the water and not having the testing in place to be able to comfortably release the Boil Water Notice. Mayor Thomas said the testing facility that the City and County used had been destroyed. Mr. Shortt said the City was couriering our testing samples every day to Niceville. He said costs would rise because of the transportation required to get the testing done. Mr. Shortt confirmed that the Reclaimed Water was turned off, all going to the welland.

ITEM 5 PLANNING & BUILDING DEPARTMENT. Mr. Leonard said Staff had visited construction sites giving pre-storm notices which seemed to help and most job sites did a good job in preparations. Some permitting was starting but more would flow as soon as the insurance money was received. He said Staff had been identifying unsafe conditions and marking those appropriately. He said they had also identified the situations with non-conforming status that may have lost its protection so that when the owners applied for permits, Staff would ensure that they corrected whatever non-conformity had existed.

Mr. Leonard said Walton County Planning contacted him to offer assistance and he put them in touch with Bay County to assist. He said they were also receiving more Code Enforcement complaints now that fences were down. He said at this time, he had no special requests. Mr. Gisbert asked if a permit was required to rebuild a fence. Mr. Leonard replied that no permit was required if the fence was rebuilt in place but would be required if it was a new fence. They were also doing after-the-fact roofing permit. If the Gulf Power technician determined that the condition was safe and would accept power, Staff would later do an after-the-fact electrical permit.

ITEM 6 PUBLIC WORKS DEPARTMENT. Ms. Jenkins said the Street and Stormwater Departments were working long hours clearing roads and within the City limits, all roads were cleared. Sidewalks remained to be cleaned and Staff was taking an inventory of signs. Councilman McConnell asked when the ROWs would be cleared. Ms. Jenkins said workers would get to those as quickly as possible because they were concentrating first on the main roads and feeder roads going into neighborhoods. Councilman Chester thanked Mr. Corky Denham for all his work in Colony Club, clearing numerous trees an hour after the storm passed. He added that Mr. Denham lost his own home but was out working for the City.

Mayor Thomas asked about the potential delay for the CRA. Ms. Jenkins said Staff had already contacted the contractor and they planned to come back as soon as Monday. Mr. Gisbert said he had contacted the contractor last night, and he confirmed that crews would be onsite Monday. He also reported on the large haulers contracted with the County who were picking up debris in the ROW and every public street even within gated communities in the County. He mentioned contracting out some of the debris removal and hoped it could be accomplished by an Interlocal Agreement with the County.

ITEM 7 PARKS & RECREATION DEPARTMENT Mr. Ponek said the City and County Piers were open. Aaron Bessant Park was open and safe although some trees were still down, and Frank Brown Park was safe. The Lyndell Senior Center had issues

but expected to be open Monday and planned to put the Boys & Girls Club there temporarily. He said the Aquatics Center, Conservation Park and Frank Brown Park were closed and the trails within the Park were closed. Gayle's Trails were open. Adult softball was postponed until after Thanksgiving. He said the soccer program was canceled and he would work on issuing refunds. Basketball would be started as soon as possible after November.

For Special Events, Mr. Ponek distributed a calendar of upcoming events. ThunderBeach was the next event and was supposed to set up Monday in Frank Brown Park but the Park would not be available. Mayor Thomas said he had already spoken with Mr. Sanders and that some of the events already knew they could not come.

Richard Sanders, Panama City Beach Convention and Visitors Bureau, said the Ironman Florida had been relocated to Haines City and would be a fundraiser for our area. He said the Ironman remained committed to a \$50,000 donation to our area from their Foundation. For Thunder Beach, they announced that their event was postponed and Emerald Coast Cruizin' was postponed until Spring. Regarding Home for the Holidays, no decision had been made. Mr. Sanders said they were in contact with all the events, explaining the situation and making decisions as to what would be best for the event and this community. Councilman Solis said Home for the Holidays would be something good for the community and Mayor Thomas said absolutely. Mr. Sanders said he would let his Staff know that the City supported having that event.

Councilman McConnell asked about the Boys & Girls Club and looking to expand some of their services. Mr. Arthur Cullen said they had 3,000 youth in the community with 500 daily attendance, and over 100 of those kids were from Panama City Beach. He said they would relocate to Lyndell Center on Monday, the first branch open for the Boys & Girls Club. He said at this time, they would only be able to serve Boys & Girls Club members. He said if they had sufficient staff, they would open up to other members of the community. Mr. Cullen said if they had enough need, and once Frank Brown Park was open, they might be able to utilize both facilities. He said two facilities in Panama City had been heavily damaged and the Millville branch totally devastated so they may be looking at bringing kids here in buses.

Mayor Thomas said every kid on the Beach should have the first opportunity to be serviced by the Club. Mr. Cullen confirmed that was the Club's plan. Councilman Chester said his church had the box lunches so just let him know how many were needed. Mr. Cullen said right now, they were averaging between 100-120 kids per day, and many of those parents living on the beach would be able to send lunches.

Councilman Casto asked about the weekends, once the trucks were gone, if the fields could be used for softball and soccer. Mr. Gisbert had asked Gulf Power if the Park could be used in the period between the trucks leaving and coming back to the beach, and the liability would be too great. Once the Park was available, he agreed that everything would be done for the locals. Mayor Thomas said approximately 70% of the children using Frank Brown Park lived outside of the corporate City limits so it was imperative for the entire community to get the Park open as soon as possible.

ITEM 7B CURFEW. Mayor Thomas said a curfew was very valuable but the beach was not hurt that bad. Chief Whitman had said the curfew was needed because of the people walking around the neighborhoods and that would increase. The Mayor said he would like the times shortened due to the City being a support group for the rest of Bay County. He said he did not believe it would jeopardize anyone's safety to move the curfew back to 11 P.M. and have the alcohol sales within City limits mirror the curfew. Mayor Thomas said that people needed the respite, like the Home for the Holidays, for some form of normalcy. He said every day was an improvement.

Councilman Solis said moving the curfew back would hurt Gulf Power tremendously because of the additional traffic. Those power crews needed the extra hours to move when the traffic was not there. He said he would default to the Chiefs for security and safety. Councilman Casto said Panama City Beach was the only City standing in the County and agreed with Mayor Thomas that doors were open and he was concerned people would go to Walton County for their supplies. He said the crews needed a place to eat and supported moving the curfew to 11 P.M.

Chief Whitman said he was concerned about the 1,000 people coming into the shelters and the alcohol. He said he had been in conversations with the County on their moving the curfew and alcohol ban times. He said his concern was the residents and the community as well as the visitors. He said the curfew worked great and he would like to keep the curfew as now until he could speak with Sheriff Ford. Mayor Thomas suggested if problems at the shelters, then shut them down at a certain time because they were not on Front Beach Road nor in the business districts. Chief Whitman said the shelters were

locked during the curfew but during the rest of the day, the people were free to go. Mayor Thomas said the Sheriff had a significant problem across the bridge but they were not enforcing the ban and curfew at the west end of the beach or Thomas Drive. He said the City limits was the only one following the rules now. Chief Whitman said he had the force to handle the curfew. Councilman Solis said he would support Chief Whitman on his recommendations for security. Councilman Casto asked about a compromise moving the hours back to 10 P.M. Chief Whitman said the 9 P.M. was working, allowing the Gulf Power trucks to use the roads. Mayor Thomas mentioned that most of the trucks at night were not Gulf Power and did not have a support team feeding them, so they had no place to eat when they got off work.

Chief Couch said their situation was different. He supported Chief Whitman in his decision but if the curfew was moved to 11 P.M., his engines would have to run with lights and sirens due to the congestion. The Mayor questioned what good a 9 P.M. curfew did with the current traffic congestion and right now, there were no more rooms so we could not physically have more people on the beach. He said when the curfew was not in effect, the traffic was not as congested.

Councilman McConnell asked about the Beach ER. Chief Couch said with minor injuries they were treated, but if major, they were flown out. Both hospitals were closed. Chief Couch reported nine EMS trucks scattered across the County but they were not responding to 911 calls.

Councilman Casto asked Mr. Gisbert about revenue and would the City be able to fund the needs if not open. Mr. Gisbert replied that Staff was working on the costs for the past week. He said October and November would not be known until November and December. He said the beach had more people now than ever during October and probably the same in November. Mayor Thomas said financially, the City was in great shape. It had been a very good year and the City had a surplus. However, some people do not have a backup and they needed to go to work. Councilman McConnell said the City would eventually get FEMA reimbursement for the labor costs.

Councilman Casto made the motion to move the curfew to 10 P.M. to 6 A.M. and authorize the City Manager and Police Chief at any time to return to the original time. Mayor Thomas said he would want the City Manager to notify the Council to have a Special Meeting to make any changes. Mr. Jack Bishop supported the move the start time earlier than 7 A.M. Mayor Thomas did not disagree as this was one cause of the traffic congestion but if the County did not change the early time, it would not do any good if only the City changed. **Second was by Councilman Chester.** Councilman McConnell asked if the alcohol ban should be separate, and Councilman Solis suggested yes. Ms. Myers suggested the alcohol ban by a separate action. She read the Emergency Resolution 19-10E by title. **The motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Mayor Thomas	Aye

Regarding the alcohol ban, the Mayor asked Councilman Casto if he recommended the ban coincide with the curfew hours. Councilman Casto replied affirmatively. **Councilman Casto made the motion for the alcohol ban to coincide with the curfew hours 10 P.M. to 6 A.M. with a Special Meeting called if the Police Chief felt the need.** Mayor Thomas passed the gavel to the Vice-Mayor and **seconded the motion.** The Vice-Mayor asked for comments.

Councilman McConnell said his concern was public safety. He reminded that there were no hospitals at this time and the beach only had 37 Mutual Aid Officers to help the Police Department. He said he thought the issue should be revisited next week. He said it was too soon. Councilman Solis agreed with Councilman McConnell and deferred to Chief Whitman. Vice-Mayor Chester asked for Chief Couch to respond about the hospital situation. Chief Couch said he thought it would be months before the hospitals were opened. Discussion ensued drinking and the need for hospitals. Ms. Myers advised that public comment could be held if a motion was being entertained. The Vice-Mayor called for public comments from the audience.

Mr. Jack Bishop said it was time to enforce the laws already on the books. It was their responsibility as a license holder to enforce the law and not serve the drunks.

Ms. Lorraine Ramos, 222 Summer Breeze. Ms. Ramos said her first concern was to protect the children. She spoke of traumatized children at the shelters.

With no further comments, the motion passed by majority roll call vote recorded as follows:

Councilman Chester	Aye
Councilman McConnell	Nay
Councilman Solis	Nay
Councilman Casto	Aye
Mayor Thomas	Aye

Ms. Myers stated that she had drafted a Resolution 19-11E to memorialize their action. She read Resolution 19-11E by title. By general consent, the Council accepted the Resolution as written.

ITEM 8 COUNCIL DIRECTIVES/UPDATES. Councilman Solis thanked the people who might be watching the meeting from other areas for the outpouring of support for the beach. He thanked AT&T for their assistance and the local churches who fed thousands as well as tarping roofs. He spoke of the local restaurants who were feeding people for free. Councilman Chester said any donations could go to Woodstock Church, Destiny Church or the Lighthouse. He said food had been taken to Fountain and Bayou George. Mayor Thomas complimented the County Staff as the water situation was bad but could have been so much worse. He recognized Mr. Joe Biggs from ThunderBeach, and the Mayor said he was sorry the event had been canceled but that the City appreciated all that the organizers did for the City.

Mr. Gisbert said one Department, the Admin Department, had been outstanding in this emergency. Ms. Carrie Jagers answered calls when phones were down which meant a lot for someone to reach a person. He said Ms. Debbie Ward, PIO, was getting out information as soon as received because the City had the capabilities. He was thankful for the Staff who was here Friday, Saturday, and Sunday, keeping the place going. The City attorneys were here Saturday and Sunday.

DELEGATIONS

Mayor Thomas opened the Delegations portion of the meeting at 11:48 A.M.

1 Ms Corrinna Dalton. Ms. Dalton said she was a nurse for Coastal Internal Medicine, Dr. Zabih, whose office was at Lyndell and who was accepting patients for no copays. He had volunteer RNs at his office, a limited amount of meds and was offering free medical services.

2 Mr. Frank Sewell. Mr. Sewell asked if the County Commission would in turn mirror the new City curfew time.

With nothing further, the meeting was adjourned at 11:55 A.M.

READ AND APPROVED this 13th of December, 2018.

IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

ATTEST:

Mayor

City Clerk

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on November 8, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
COLE DAVIS

Mayor Thomas called the Regular Meeting to order at 6 P.M. with Councilman Casto, Councilman Chester, and Councilman Solis, the City Manager, City Clerk and City Attorney present.

Pastor Ramon Duvall of the Beachside Fellowship Church gave the invocation and Councilman Solis led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Special Meeting for the Height Incentive Applications of September 27, and Regular Meeting of October 25, 2018 were read. Councilman Chester made the motion to approve the Minutes as written. Second was by Councilman Solis and the motion passed by unanimous roll call vote of those present recorded as follows:

Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Absent
Mayor Thomas	Aye

Mayor Thomas asked if there were any additions or deletions to the Agenda. There were none. Councilman Solis made the motion to approve the Agenda as written. Second was by Councilman Casto and the motion passed by unanimous roll call vote of those present recorded as follows:

Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Absent
Mayor Thomas	Aye

PRESENTATIONS

1 **BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.** Councilman Solis introduced Mr. Brody Rice and presented him with the Civic Achievement Award for exemplary service to the Beach Boys and Girls Club. Ms. Amber Persilver, Club representative and former Boys & Girls Club Youth of the Month, spoke of Brody's contributions to the Club. The audience responded with applause.

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)

Mayor Thomas opened the Public Comments section of the meeting at 6:07 P.M. and invited comments.

1 Mr. Paul Dalton, 107 Manistee. Mr. Dalton spoke in support of Consent Item #1, *Resolution 19-17, Bid Award- Police Department Fleet Vehicles Purchase*, and thanked the Council for approving the hiring of three new Police Officers.

2 Mr. Tom Klomps, 614 Poinsettia Ct. Mr. Klomps spoke in opposition to Regular Item #5, *Ordinance 1465 Residential Garbage Collection*, commenting that many people brought their trash directly to the landfill or took their trash to work.

3 Mr. Ken Nelson. Mr. Nelson said he opposed the *Ordinance #1465, Residential Garbage Collection*, stating it would be a strain on the residents with the problem being the unincorporated areas of the island. He spoke of existing laws which would address any littering or illegal dumping.

4 Ms. Karen Mathson, 166 Christopher. Ms. Mathson spoke in opposition to *Ordinance 1465, Residential Garbage Collection*, because it was mandatory.

5 Mr. Tod Ingram, Sport Vehicle Association. Mr. Ingram spoke at length concerning sunsetting the LSVs, Home Rule, prior Ordinances related to the scooters, and the Bert Harris Act.

6 Mr. Matt Bush, 13226 Front Beach Road. Mr. Bush made comments about the number of LSVs sunsetting and urged the Council to keep the number set at the current 300.

7 Ms. Colleen Swab, 13416 Front Beach Road. Ms. Swab displayed a photo of one of her LSVs used as transportation because it was the only vehicle who could travel through the debris-narrowed roads. She spoke of golfcarts traveling on sidewalks and ensured that her renters knew the areas that could be traveled.

8 Mr. Burnie Thompson, 19272 Front Beach Road. Mr. Thompson spoke in opposition of *Ordinance 1465, Residential Garbage Collection*, because it would increase people's costs and alternatively supported issuing tickets for illegal dumping.

With no further comments, the Mayor closed the Public Comments section at 6:30 P.M. He then addressed some of the questions in that the City did not have a franchise Agreement with the County for garbage collection and he had supported getting garbage service for years.

CONSENT AGENDA

Ms. Smith read the Consent Agenda Items by title.

1 RESOLUTION 19-17, BID AWARD- POLICE DEPARTMENT FLEET VEHICLES PURCHASE. *"A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of 10 Ford Explorer Police Interceptors from Beck Auto Sales in the total amount of \$319,000; and providing an immediately effective date."*

2 RESOLUTION 19-18, BID AWARD- CONSERVATION PARK FY 18/19 AND FY 19/20 LONGLEAF PINE ECOSYSTEM RESTORATION PROJECT. *"A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Panhandle Land Management Services in an amount not to exceed \$115,000, inclusive of all services using per acre rates and hourly rates for the Conservation Park FY18/19 and FY19/20 Prescribed Burning/Seedling Planting Project."*

Councilman Chester made the motion to approve the Consent Agenda. Second was by Councilman Casto and the motion passed by unanimous roll call vote of those present recorded as follows:

Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Absent
Mayor Thomas	Aye

REGULAR AGENDA

ITEM 1 ORDINANCE 1475, AMENDING LDC REPEALING HEIGHT INCENTIVES, 1ST READING, PUBLIC HEARING. Mr. Davis read Ordinance 1475 by title. The Mayor opened the Public Hearing at 6:34 P.M.

1 Ms. Genese Hatcher, 203 S. Wells. Ms. Hatcher spoke of Height Incentives applications at the recent meeting which were approved unanimously. With parking such a concern in the City, she questioned why parking would not be allowed under homes with additional height of 3'-5'. Mayor Thomas responded that none of the developers received what has been requested on their applications, one request was denied, and the applications were considered because they were received before the moratorium. Ms. Hatcher urged the Council to do something about parking.

2 Ms. Josie Strange. Ms. Strange said she agreed with Ms. Hatcher about the additional 3' for parking under the houses. She questioned requiring turnarounds on lots and spoke of property rights. She also questioned short term rentals being required to have mandatory garbage.

3 Mr. Burnie Thompson, 19272 Front Beach Road. Mr. Thompson commented that it was a conflict of interest for the Mayor to vote on the Height Incentive Applications for those properties near his restaurant. Mayor Thomas said voted in support of the application only after the developer agreed to build a road to Back Beach Road and did not see a conflict of interest.

Councilman Solis responded that the votes for the Height Incentives were not unanimous as he did not vote for approval.

Mr. Leonard said Staff was looking at the LDC now to make changes concerning parking. Councilman Chester said he did not have concerns about parking underneath the houses as long as the parking was not enclosed. Mr. Davis clarified that this Ordinance only concerned Height Incentives, not parking. With nothing further, the Public Hearing was closed at 6:43 P.M. **Councilman Casto made the motion to approve Ordinance 1475. Second was by Councilman Solis and the motion passed by unanimous roll call vote of those present recorded as follows:**

Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Absent
Mayor Thomas	Aye

ITEM 2 RESOLUTION 19-15, POLICE- OUTREACH PROGRAM TO FIGHT AGAINST SPEED & AGGRESSIVE DRIVING GRANT AWARD & BUDGET AMENDMENT #3. Mr. Davis read Resolution 19-16 by title. The Mayor asked if the Council members had any questions; there were none. **Councilman Solis made the motion to approve Resolution 19-15. Second was by Councilman Chester and the motion passed by unanimous roll call vote of those present recorded as follows:**

Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Absent
Mayor Thomas	Aye

ITEM 3 RESOLUTION 19-16, BID AWARD- DISASTER RECOVERY ADMINISTRATIVE SERVICES FOR FEDERAL DISASTER GRANT MANAGEMENT CONSULTING. Mr. Davis read Resolution 19-16 by title and explained its purpose. Mayor Thomas questioned the costs for the per diem, travel, and lodging for the consultants. Mr. Davis reminded that FEMA would reimburse the costs and the negotiated contract would have a ceiling price. The Mayor asked if there were any local firms who applied and there were none. Councilman Solis mentioned these type consultants being very specialized. Mr. Gisbert explained that FEMA used these type consultants as part of their process. Councilman Solis said these consultants knew how to do the complicated FEMA paperwork. **Councilman Solis made the motion to approve Resolution 19-16. Second was by Councilman Casto and the motion passed by unanimous roll call vote of those present recorded as follows:**

Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Absent
Mayor Thomas	Aye

ITEM 4 ORDINANCE 1479, AMENDING LDC RELATED TO TRADITIONAL NEIGHBORHOOD OVERLAY DISTRICTS, 1ST READING. Mr. Davis read Ordinance 1479 by title. The Mayor asked if there were any questions from the Council members and there were none. **Councilman Chester made the motion to approve Ordinance 1479. Second was by Councilman Solis and the motion passed by unanimous roll call vote of those present recorded as follows:**

Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Absent
Mayor Thomas	Aye

ITEM 5 ORDINANCE 1465, RESIDENTIAL GARBAGE COLLECTION, 1ST READING. Mr. Davis read Ordinance 1465 by title. Mr. Leonard explained the problem areas such as short-term rentals and dumping on the ROW on vacant lots and that every property should have receptacles. Mr. Davis said existing Ordinances required receptacles but this Ordinance would require that they be collected and confirmed this would only be for residential areas. Councilman Solis asked Mr. Leonard if he knew of any business which caused problems due to trash. Mr. Leonard said none to his knowledge. Councilman Chester asked if this meant the homeowner could choose their own hauler. Mayor Thomas said yes. Mr. Davis said if this First Reading was approved, a Franchise Agreement would be considered at the 2nd Reading and Public Hearing. Mayor Thomas explained that the Franchise Agreement would allow the City to know who had service and every company that operated on the beach would enter the Franchise. Councilman Casto said 99% of the people in the City had garbage service so he thought the 1% was causing the problems. Regarding the County following suit, Mayor Thomas said the prior Commissioners had said they would but he has not spoken with the new Commission on this topic. Discussion ensued concerning non-residents. Councilman Casto asked the haulers in the audience if there were different sized cans for homes with one person, smaller cans.

Mr. Lloyd Childer, Waste Pro, said the trucks were designed to pick up a certain size can. However, the numbers could be managed through the frequency of service.

Mr. Larry Hardee, Nate's Sanitation, said the County charged by the pound.

Discussion ensued concerning the Cooley cards which allowed free service at the dump. Councilman Casto confirmed that yard debris was not related to this Ordinance. The Mayor asked if there were any further questions and there were none. **Councilman Solis made the motion to approve Ordinance 1465, Second was by Councilman Casto and the motion passed by majority roll call vote of those present recorded as follows:**

Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Nay
Councilman McConnell	Absent
Mayor Thomas	Aye

ITEM 6 ORDINANCE 1398 SUNSETTING- DISCUSSION. Mr. Davis explained that the cap on rental LSVs and the provision which regulated the cap would sunset in February. Staff needed direction whether the Council wanted the cap to go away, make the cap permanent, or modify the number allowed. Councilman Solis said he would prefer to keep the cap at 300. He said it was a good number and the shops had shifted their business plans. Councilman Casto agreed but the Mayor disagreed and asked Chief Whitman to speak.

Chief Whitman reported the statistics for the past 20 months since the cap was enacted. He said the number of calls and incidents had increased. He said scooters had been worse because they could travel on the sidewalks. Councilman Chester asked if it would help with additional signs at the crossroads. Chief Whitman replied that Back Beach and Middle Beach Roads were State roads and Mr. Gisbert replied that FDOT refused additional signs. Mayor Thomas said he would support lowering the number back to the original 98 as he felt 300 was too many LSVs. He said a vehicle that could not go the speed limit was creating an impediment to traffic. **Councilman Solis made the motion to stay with the existing cap and bring back an Ordinance. Second was by Councilman Chester and the motion passed by majority roll call vote of those present recorded as follows:**

Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Absent
Mayor Thomas	Nay

ITEM 7 BEACH HOSPITAL, DISCUSSION. Councilman Casto said a hospital on the beach had been discussed for many years which would serve 17 Million tourists. We never dreamed that a disaster would destroy both hospitals and having to resort to air evacs. He suggested a letter of support be forwarded to St. Joe for a hospital to be located on the island. Mayor Thomas said St. Joe was looking for locations one near the existing Bay Medical ER, and this recent chain of events showed the need. He said it was a good idea. Mr. Davis said he would do the letter.

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 7:11 P.M.

1 Mr. Tom Klomps, 614 Poinsettia. Mr. Klomps asked that the Agenda Packets be available to the public Monday afternoon for review.

2 Ms. Cherie Crim, 17680 Front Beach Road. Ms. Crim spoke of the learning curve in this emergency and if the beach was planning to do a post mortem, FEMA hotel vouchers, and the FEMA temporary housing/trailers and their delay.

3 Mr. Frank Sewell. Mr. Sewell said the County would mirror the City's mandatory garbage and it would affect everyone. Mayor Thomas said Mr. Sewell should speak to the County Commissioners.

With no further comments, the Mayor closed the Delegations period at 7:17 P.M. He said the City was talking with the EOC and both the City and County would do a post mortem.

ATTORNEY REPORT

Mr. Davis had no report.

CITY MANAGER REPORT

Mr. Gisbert read the open bids and available jobs. He said there were some Veterans Day events to be held this weekend to honor all Veterans.

COUNCIL COMMENTS

Councilman Solis spoke to the increased sexual offenders on the beach and that it was a top priority to ensure the correct measurements on properties to protect the families and kids. He spoke of instances of rent being doubled during this emergency and that it was not right. He spoke of helping others. He spoke of Dr. Zabih and his free clinic and medical trailer now out in Callaway. He also thanked all Veterans for their service.

Councilman Casto spoke of the City Clerk position being advertised, replacing Ms. Smith who would be retiring in February. He said this position worked for the City Council and questioned if Civil Service should do the vetting, background checks, and creating a short list for the Council of qualified applicants. Mayor Thomas said he did not see the need for Civil Service to interview the applicants and Mr. Gisbert could review the applications and bring a recommendation. Councilman Solis concurred and said he reviewed all the prior applications. Mr. Gisbert said the applications were coming in and would be handled similar to the Civil Service process, just not going through the Civil Service interview. He hoped to have someone on board by Christmas to allow for training.

Councilman Chester requested an update on Hurricane Michael debris removal. Mr. Gisbert advised that commercial business debris would not be picked up by the City since those costs would not be reimbursed and they should haul their own debris. He spoke of yard debris being separated when placing in the ROW for pickup. Any services contracted out, such as fencing and shingle removal, should be hauled off. He spoke at length. Ms. Jenkins said the City had used our own resources to pick up the debris, almost 600 loads so far.

Mayor Thomas spoke of the alcohol ban and curfew lifting and advised that the City was not consulted. He said he personally liked the midnight to 5 A.M. curfew for security reasons. Regarding the City not applying for housing, he was not aware of any City residents who lost their home. The County would have contacted FEMA with their needs. The Mayor stated that the City voted to amend the curfew hours but not remove the curfew. Regarding the job vacancies, the Mayor spoke of the time-consuming process used by the Civil Service Board hindered vacancies being filled. He continued that he personally thought Department Heads should be able to interview and hire their own people. The Mayor stated that the Civil Service Board was in the City's Charter, and it would require a vote by the people to make any changes. He asked for discussion at the next meeting about placing this matter on the next ballot. Mr. Davis said his office had contacted the Supervisor of Elections regarding timing on the April election, and was advised that adopted Ordinances and Resolutions would be due at the SOE's office by noon, February 8th.

Councilman Casto said he did not agree as the Civil Service Board assumed the burden of interviewing applicants for the City. He spoke of nepotism and current Federal laws. He said the Board was also changing to meeting twice per month to interview applicants. The Mayor asked for any other comments.

Mr. Davis recommended that if the Council wanted to move forward, that a draft Ordinance be presented at the next meeting. Councilman Chester stated that he would like to speak with the Department Heads individually.

With nothing further, the meeting was adjourned at 7:45 P.M.

READ AND APPROVED this 13th of December, 2018.

IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

ATTEST:

Mayor

City Clerk

DRAFT

The Special Meeting of the City Council of the City of Panama City Beach, Florida, related to Resolution 19-19, Christmas Parade Road Closures, held on November 26, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
AMY E. MYERS

Mayor Thomas called the Special Meeting to order at 2:12 P.M. with Councilman Casto, Councilman Chester and Councilman McConnell, the City Manager, City Clerk and City Attorney present.

Ms. Myers read Resolution 19-19, Christmas Parade Road Closures, by title. **Councilman Chester made the motion to approve Resolution 19-19. Second was by Councilman Casto. The motion passed by unanimous roll call vote of those Council members present recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Absent
Councilman Casto	Aye
Mayor Thomas	Aye

With nothing further, the meeting was adjourned at 2:13 P.M.

READ AND APPROVED this 13th of December, 2018.

Mayor

ATTEST:

City Clerk

PRESENTATION-
BOYS & GIRLS CLUB

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

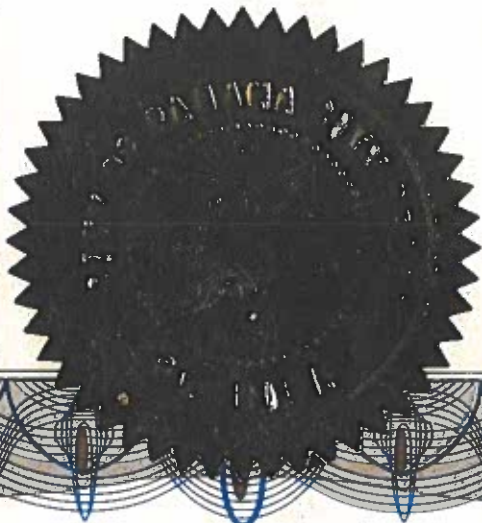
Aniyah Amedetohou

HAS GIVEN EXCEPTIONAL SERVICE

**TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH**

For the responsibility assumed, for the unselfish service rendered her community and its citizens in discharging the duties of good citizenship, this token of CIVIC ACHIEVEMENT is hereby awarded.

Presented this 13th of December, 2018



MAYOR MIKE THOMAS

5

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
December 13, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 19-20 to close portions of roads in Pier Park on Sunday, December 30 to 31, 2018 for the street party and ball drop.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The New Years Eve Street Party will hold an event scheduled on December 30-31, 2018.

The event necessitates closure of portions of Pier Park Drive and L.C. Hilton Drive on December 29, 2018 to January 1, 2019, closure of portions of Pier Park Drive from Sea Monkey Way to Longboard way on December 30, 2018 to January 1, 2019, and closure of portions of Pier Park Drive from Longboard Way to Front Beach Road on December 31, 2018 to January 1, 2019 within the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT
AGENDA ITEM # 1

RESOLUTION NO. 19-20

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO THE NEW YEAR'S EVE STREET PARTY EVENT; AUTHORIZING VARIOUS ROAD CLOSURES WITHIN PIER PARK ON DECEMBER 29, 30 AND 31, 2018 FOR THE EVENT'S STREET PARTY AND BALL DROP; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the New Year's Eve Street Party (the "Event") is planned for December 31, 2018, and shall include the consumption of alcoholic beverages on City streets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that:

1. The City hereby authorizes the temporary closure of portions of certain streets within Pier Park for the New Year's Eve Street Party, as follows:
 - a. The traffic circle in front of the Grand Theater, including Pier Park Drive and LC Hilton Drive, shall be closed to vehicular traffic beginning from 12:01 A.M. on December 29, 2018 until 6:00 A.M. on January 1, 2019, for the Event's Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution; and
 - b. Pier Park Drive from Sea Monkey Way to Longboard Way shall be closed to vehicular traffic beginning from 12:01 A.M. on December 30, 2018 until 6:00 A.M. on January 1, 2019, for the Event's Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution; and
 - c. Pier Park Drive from Longboard Way to Front Beach Road shall be closed to vehicular traffic beginning from 12:01 A.M. on December 31, 2018 until 6:00 A.M. on January 1, 2019, for the Event's Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution.
2. This Resolution shall take effect immediately upon its passage.

PASSED in regular session this _____ day of _____, 2018.

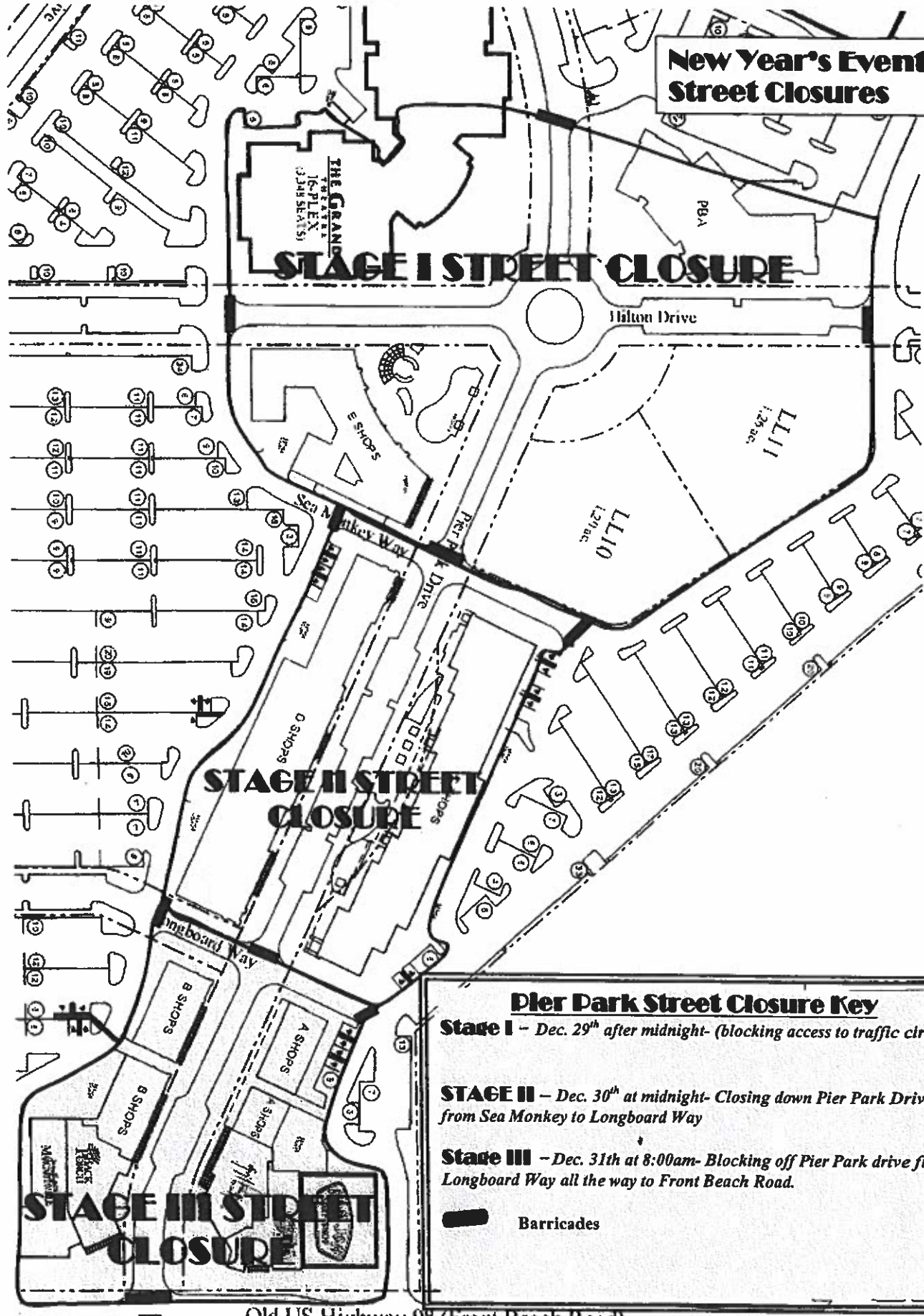
CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**New Year's Event
Street Closures**




Pier Park Street Closure Key

Stage I – Dec. 29th after midnight- (blocking access to traffic circle)

Stage II – Dec. 30th at midnight- Closing down Pier Park Drive from Sea Monkey to Longboard Way

Stage III – Dec. 31th at 8:00am- Blocking off Pier Park drive from Longboard Way all the way to Front Beach Road.

 Barricades

CONSENT
AGENDA ITEM #

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

December 13, 2018

3. REQUESTED MOTION/ACTION:

Find these items as surplus and approve removal from the Master Audit List.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Quarterly, all departments are asked if any items are to be declared surplus and removed from the Master Audit List. These are the items eligible to be declared surplus for various reasons. Staff recommends they be declared surplus and removed from the Master Audit List.

CONSENT
AGENDA ITEM #

2

City ID #	Year	Item	Serial #	Dpt.	Recommended Disposition	Notes	CC Mtg
1071	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1072	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1073	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1074	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1075	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1076	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1242	1999	4 Headsets & throat microphone		Police	Destroyed-Obsolete		12/13/18
1381	1998	Covert Clock Kit		Police	Destroyed-Obsolete		12/13/18
1382	1998	Covert Eqpt Sony Walkman		Police	Destroyed-Obsolete		12/13/18
1383	1998	Covert Eqpt FM Paper		Police	Destroyed-Obsolete		12/13/18
1384	1999	RF Surveillance Unit		Police	Destroyed-Obsolete		12/13/18
2251	2005	Satellite Phone		Police	Destroyed-Obsolete		12/13/18
2252	2005	Satellite Phone		Police	Destroyed-Obsolete		12/13/18
	1996	Crime Files Software		Police	Destroyed-Obsolete		12/13/18

CONSENT
 AGENDA ITEM # 2

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Code Enforcement/James Tindle

2. MEETING DATE:

12/13/2018

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$2,463.25 to be liened on property located at 110 San Souci Street N. for costs incurred by the City to abate nuisances of the property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City incurred costs related to nuisance abatement at 110 San Souci Street N. The work included general property clean-up and landscape services.

The total lien includes the costs incurred for the title search report, labor for clean-up, postage and attorney fees.

CONSENT
AGENDA ITEM #

2

RESOLUTION 19-21

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$2,463.25 TO BE LIENED ON PROPERTY LOCATED AT 110 SAN SOUCI STREET NORTH FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, pursuant to Section 15-25 of the City’s Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City’s Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount not to exceed set forth below:

PROPERTY ID NO.	APPARENT OWNERS	ADDRESS	AMOUNT OF LIEN
38222-000-000	Ewyell Jordan & Paul Hofer	110 San Souci Street North Panama City Beach, FL 32413	\$2463.25

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13th day of December, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 19-21
CONSENT
AGENDA ITEM # 2

AC 7/24



D1 Landscape & Irrigation
21222 Front Beach Road
Panama City Beach, FL 32413
(850) 258-3381
Dicky@D1Landscape.net

Invoice

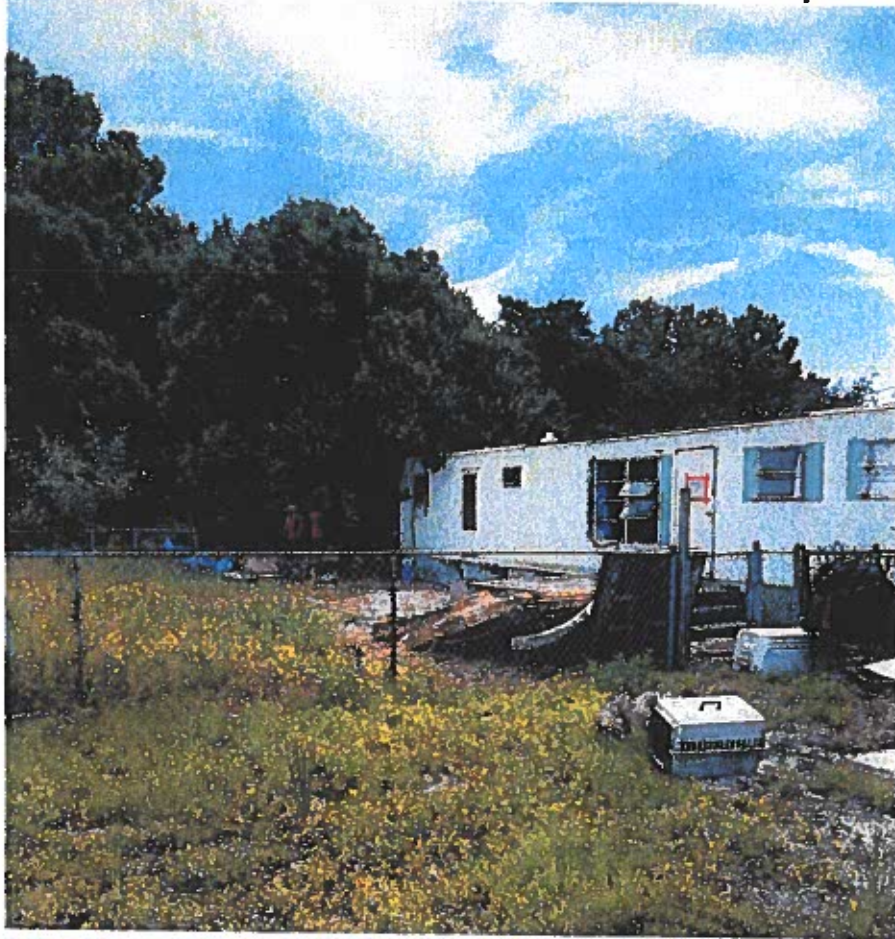
BILL TO
James Tindle
Code Enforcement
110 S. Arnold Road
Panama City Beach, FL 32413

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
918-192	09/13/2018	\$2,187.36	09/30/2018	EOM	

ACTIVITY	QTY	RATE	AMOUNT
110 North San Souci			
Landscape Service	37	45.00	1,665.00
Property Cleanup per Code Enforcement			
Disposal/Dump Fee	2	93.72	187.44
Landfill Disposal Fee - Yard Debris			
Disposal/Dump Fee	2	167.46	334.92
Landfill Disposal Fee - Trash			
BALANCE DUE			\$2,187.36

CONSENT
AGENDA ITEM # 3

110 San Souci Street N. Before and After Pictures September 2018



CONSENT
AGENDA ITEM # 3

110 San Souci Street N. Before and After Pictures September 2018



CONSENT
AGENDA ITEM #

2



City of

Panama City Beach

PCB Building & Planning Department
Code Enforcement Division

116 S. Arnold Rd.
PCB, Fla. 32413
P: (850) 233-5100
F: (850) 233-5049
www.pcbgov.com

CODE ENFORCEMENT INVOICE FOR NUISANCE ABATEMENT

October 3, 2018

VIA CERTIFIED AND REGULAR MAIL

Ewyell Jordan & Paul Hofer
131 W Crest Est
Hueytown, AL 35023

Current Residents
110 San Souci Street N.
Panama City Beach, FL 32413

And the following interested parties:

Chuck Perdue
Bay County Tax Collectors Office
850 W. 11th Street
Panama City, FL 32401

RE: Property located at 110 San Souci Street N.
Panama City Beach, FL 32413
Parcel ID No. 38222-000-000

PREPARED BY: Melody Friend for James Tindle
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 110 San Souci Street N., Panama City Beach, FL 32413.

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

Home of the world's most beautiful beaches.

GONSENT
AGENDA ITEM #

3

2. The amount of the City's abatement lien is as follows:

Labor: \$2187.36 (Clean-up and Labor)

Title search report: \$150.00

Postage: \$21.89

Attorney Fees: \$60.00

TOTAL: \$ 2419.25

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

LOT 40, BLOCK 3 OF MIRAMAR HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 3, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

Civil Penalties and costs of an administrative hearing, if applicable, including a reasonable attorney's fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this 3rd day of October, 2018.

By: [Signature]
Jo Smith, City Clerk



Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

Home of the world's most beautiful beaches.

CONSENT
AGENDA ITEM # 2



City of

Panama City Beach

PCB Building & Planning Department
Code Enforcement Division

116 S. Arnold Rd.
PCB, Fla. 32413
P: (850) 233-5100
F: (850) 233-5049
www.pcbgov.com

CODE ENFORCEMENT NOTICE OF LIEN FOR NUISANCE ABATEMENT

December 14, 2018

VIA REGULAR MAIL

Ewyell Jordan & Paul Hofer
131 W Crest Est
Hueytown, AL 35023

Current Residents
110 San Souci Street N.
Panama City Beach, FL 32413

And the following interested parties:

Chuck Perdue
Bay County Tax Collectors Office
850 W. 11th Street
Panama City, FL 32401

RE: Property located at 110 San Souci Street N.
Panama City Beach, FL 32413
Parcel ID No. 38222-000-000

PREPARED BY: Melody Friend for James Tindle
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 110 San Souci Street N., Panama City Beach, FL 32413.

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

Home of the world's most beautiful beaches.

CONSENT
AGENDA ITEM # _____

A handwritten signature in black ink, appearing to be the name "Mario", is written over the line for the agenda item number.

2. The amount of the City's abatement lien is as follows:

Labor: \$2187.36 (Clean-up and Labor)

Title search report: \$150.00

Postage: \$21.89

Attorney Fees: \$60.00

Recording Fees: \$44.00

TOTAL: \$ 2463.25

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

LOT 40, BLOCK 3 OF MIRAMAR HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 3, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

Civil Penalties and costs of an administrative hearing, if applicable, including a reasonable attorney's fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this _____ day of _____, 20_____.

By: _____
Jo Smith, City Clerk

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

CONSENT ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Code Enforcement/James Tindle

2. MEETING DATE:

12/13/2018

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$1,533.28 to be liened on property located at 9617 Beach Blvd. for costs incurred by the City to abate nuisances of the property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City incurred costs related to nuisance abatement at 9617 Beach Blvd. The work included general property clean-up and landscape services.

The total lien includes the costs incurred for the title search report, labor for clean-up, postage and attorney fees.

CONSENT
AGENDA ITEM #

4

RESOLUTION 19-22

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$1,533.28 TO BE LIENED ON PROPERTY LOCATED AT 9617 BEACH BLVD. FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, pursuant to Section 15-25 of the City’s Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City’s Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount not to exceed set forth below:

PROPERTY ID NO.	APPARENT OWNERS	ADDRESS	AMOUNT OF LIEN
34999-000-000	David W. Bare Benjamin B. Bare	9617 Beach Blvd. Panama City Beach, FL 32408	\$1,533.28

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13th day of December, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 19-22
CONSENT
AGENDA ITEM # 4

12-11-1



D1 Landscape & Irrigation
21222 Front Beach Road
Panama City Beach, FL 32413
(850) 258-3381
Dicky@D1Landscape.net
D1Landscape.net

Invoice

BILL TO

James Tindle
Code Enforcement
110 S. Arnold Road
Panama City Beach, FL 32413

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSURE
918-103	09 14 2018	\$1,241.50	09 30 2018	EOM	

ACTIVITY	QTY	RATE	AMOUNT
9617 Beach Blvd			
Landscape Service Property Clean Up per Code Enforcement - Cut Grass and Weeds. Pickup All Trash and Debris	10	45.00	450.00
Landscape Service Remove Vines from House. Trim Vines on Concrete Walls	12	45.00	540.00
Chemical Application Chemical Application to Vines on House	8	11.10	88.80
Chemical Application Chemical Application to Beds and Parking Area	7	11.10	77.70
Disposal/Dump Fee Landfill Disposal Fee	1	85.00	85.00
BALANCE DUE			\$1,241.50

CONSENT
AGENDA ITEM # 4

9617 Beach Blvd. Before September 2018



9617 Beach Blvd After Pictures September 2018





City of

Panama City Beach

PCB Building & Planning Department
Code Enforcement Division

116 S. Arnold Rd.
PCB, Fla. 32413
P: (850) 233-5100
F: (850) 233-5049
www.pcbgov.com

CODE ENFORCEMENT INVOICE FOR NUISANCE ABATEMENT

October 3, 2018

VIA CERTIFIED AND REGULAR MAIL

David W. Bare
9617 Beach Blvd
Panama City Beach, FL 32408

Benjamin B. Bare
227 S. Figueeroe Avenue
Yuma, AZ 85364

And the following interested parties:

Chuck Perdue
Bay County Tax Collectors Office
850 W. 11th Street
Panama City, FL 32401

RE: Property located at 9617 Beach Blvd
Panama City Beach, FL 32408
Parcel ID No. 34999-000-000

PREPARED BY: Melody Friend for James Tindle
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 9617 Beach Blvd, Panama City Beach, FL 32408.

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

Home of the world's most beautiful beaches.

CONSENT
AGENDA ITEM # _____

4

2. The amount of the City's abatement lien is as follows:

Labor: \$1241.50 (Clean-up and Labor)

Title search report: \$150.00

Postage: \$43.78

Attorney Fees: \$54.00

TOTAL: \$1489.28

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

LOTS 3 & 4, BLOCK 44, A. W. PLEDGER'S ADDITION TO PANAMA CITY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 15, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

Civil Penalties and costs of an administrative hearing, if applicable, including a reasonable attorney's fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this 3rd day of October, 2018.



By: [Signature]
Jo Smith, City Clerk

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul-Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

Home of the world's most beautiful beaches.

CONSENT
AGENDA ITEM #

4



City of

Panama City Beach

PCB Building & Planning Department
Code Enforcement Division

116 S. Arnold Rd.
PCB, Fla. 32413
P: (850) 233-5100
F: (850) 233-5049
www.pcbgov.com

CODE ENFORCEMENT NOTICE OF LIEN FOR NUISANCE ABATEMENT

December 14, 2018

VIA REGULAR MAIL

David W. Bare
9617 Beach Blvd
Panama City Beach, FL 32408

Benjamin B. Bare
227 S. Figueroe Avenue
Yuma, AZ 85364

And the following interested parties:

Chuck Perdue
Bay County Tax Collectors Office
850 W. 11th Street
Panama City, FL 32401

RE: Property located at 9617 Beach Blvd
Panama City Beach, FL 32408
Parcel ID No. 34999-000-000

PREPARED BY: Melody Friend for James Tindle
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 9617 Beach Blvd, Panama City Beach, FL 32408.

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

Home of the world's most beautiful beaches.

CONSENT
AGENDA ITEM # _____

4

2. The amount of the City's abatement lien is as follows:

Labor: \$1241.50 (Clean-up and Labor)

Title search report: \$150.00

Postage: \$43.78

Attorney Fees: \$54.00

Recording Fees: \$44.00

TOTAL: \$1533.28

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

LOTS 3 & 4, BLOCK 44, A. W. PLEDGER'S ADDITION TO PANAMA CITY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 15, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

Civil Penalties and costs of an administrative hearing, if applicable, including a reasonable attorney's fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this _____ day of _____, 20_____.

By: _____
Jo Smith, City Clerk

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

Home of the world's most beautiful beaches.

CONSENT
AGENDA ITEM # 4

CONSENT ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

December 13, 2018

3. REQUESTED MOTION/ACTION:

Staff recommends that the council authorize the City to contract with the lowest responsive bidder, American Tennis Courts, Inc. in the amount of \$143,666.00.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On December 4, 2018 the Parks and Recreation Department received one responsive bid for the Panama City Beach Parks and Recreation Multi-Facility Resurfacing Project. Attachment A.

Staff is recommending to enter into a contract with American Tennis Courts, Inc. for the following resurfacing projects listed in the Bid Packet, Attachment B.

- Miracle League Field
- Outside Pickle Ball Courts at Lyndell Conference Center
- Outside Basketball Courts at Frank Brown Park and Scott's Field Park
- Shuffle Board Courts at Frank Brown Park and at Maggi Still Park
- Scratch Repairs at the Frank Brown Park Tennis Courts

The total cost of \$143,666.00 has been budgeted in the adopted 2018-2019 Budget.

Staff recommends approval to enter into a contract with American Tennis Courts, Inc. for the Parks and Recreation Multi-Facility Resurfacing Project.

CONSENT
AGENDA ITEM #

5

RESOLUTION 19-23

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH AMERICAN TENNIS COURTS, INC. RELATED TO THE PANAMA CITY BEACH PARKS AND RECREATION MULTI-FACILITY RESURFACING PROJECT IN THE AMOUNT OF \$143,666.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and American Tennis Courts, Inc., relating to the resurfacing of tennis courts, basketball courts, pickleball courts, and shuffleboard courts at Frank Brown Park, Lyndell Center, Scotts Field Park, and Maggi Still Park, in the basic amount of One Hundred Forty-Three Thousand, Six Hundred Sixty-Six Dollars (\$143,666.00), in substantially the form of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**CITY OF PANAMA CITY BEACH
BID TABULATION**

A

Bidder	Address	Information	Price
American Tennis Courts, Inc	1272 Boltons Branch Dr. Mobile, AL 36606	Responsive Bid	\$143,666.00

AGENDA ITEM #

5

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: November 23 2018.

Parks and Recreation Multi-Facility Resurfacing Project

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum price listed, to furnish all labor, materials and supplies to install free and clear the Parks & Recreation Multi-Facility Resurfacing Project in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the Multi-Facility Resurfacing Project by February 15, 2019, with liquidated damages thereafter of \$300.00 per day.

Purchase will be made under terms and conditions specified by City in its form of a Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by the City of strictly conforming goods after delivery and install. Strict adherence to design and specifications issued by the City or subsequently accepted in writing by the City will be required.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided). I, the undersigned bidder, hereby acknowledge receipt of the following addenda: Addendum No. 1 Addendum No. 5.

SUMMARY DESCRIPTION AND LUMP SUM PRICE:

Summary description of the products and installation proposed:

Next Titan Trak Xtreme Air Court

Note: A detailed description of the products to be used for all resurfacing projects and an installation method/sample of the product to be used for the Miracle League Field to be included with this Proposal.

Lump sum price for the Parks and Recreation Multi-Facility Resurfacing Project:

\$ 143,660.00

Specify terms of any deposit or write "none required": none

Name of SUPPLIER: American Tennis Courts, Inc

ADDRESS: 1272 Boltons Branch Pt CITY: Mobile STATE: AL ZIP: 36606

EMAIL ADDRESS: jeff@americanTennisCourts.net PHONE: 251-476-4714

References: Please list 3 successful Resurfacing installs of the unit you propose for the Miracle League Field:

Name	Location	Address or Email	Phone Number
<u>Retort's Forest</u>	<u>Tallahassee, FL</u>	<u>314w@retortdid.com</u>	<u>850-492-2000</u>
<u>Morgantown</u>	<u>Gulf Shores, AL</u>	<u>mikeboard@coastlinegmt.com</u>	<u>251-948-7001</u>
<u>Pinnacle Point</u>	<u>Panama City Beach, FL</u>	<u>gm@apq.info</u>	<u>850-234-9994</u> <u>ext. 202</u>

SIGNATURE - (Confirming all information above is correct) [Signature]

Print Name: Jeffery Nichols and Print Title President

REQUEST FOR PROPOSALS

PANAMA CITY BEACH PARKS AND RECREATION MULTI-FACILITY RESURFACING PROJECT

CITY OF PANAMA CITY BEACH, FLORIDA

November 6, 2018



NOTICE OF REQUEST FOR SEALED PROPOSALS

Parks & Recreation Multi-Facility Resurfacing Project

The City of Panama City Beach hereby solicits sealed proposals for the Parks & Recreation Multi-Facility Resurfacing Project which must be reasonably equivalent to the certain specifications and requirements set forth by the City in connection with this Notice.

Sealed proposals will be received until **2:00PM Central Daylight Time, December 4th, 2018**, at the City of Panama City Beach City Hall Annex, 110 S Arnold Road, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked "Sealed Bid- Panama City Beach – Parks and Recreation Multi-Facility Resurfacing Project".

Copies of the specifications may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City's Website at www.pcbgov.com. The point of contact for obtaining specifications is Cheryl Joyner, email address cjoyner@pcbgov.com. No specifications will be issued to suppliers later than seventy-two (72) hours prior to the time indicated above for receiving bids.

Proposals must be submitted upon the standard form contained in the Specifications with such attachments as may be authorized there.

The City reserves the right to (1) reject any and all bids and to waive any informality in bids received, and (2) to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Bids shall be firm for a period of 60 days after opening.

END.

**Parks & Recreation
Multi-Facility Resurfacing Project**

PART 1 - GENERAL SPECIFICATIONS

This is a Low Bid Project.

- A. The scope of work entails the preparation and installation of the following projects:
1. **Miracle League Field** – To use the NGI Titan Trax Xtreme Air Court material or similar product that meets all of the specs on Attachment C. If proposing a *different material*, bidder must explain the reasons why this different material should be used in detail and list the benefits for the facility by using this material. After surfacing is laid down, to apply two (2) coats of Acrytech Acrylic Resurfacer in accordance with manufacturer's direction at a rate of not less than .04-.06 gallons per square yard (32-48 gallons for 800 square yards). Dilution rate will not exceed 1 part water and 2 parts concentrate.

The third coat should be Acrytech Color Concentrate in accordance with the manufacturer's directions at a rate of not less than .03 - .06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts concentrate, 1 part water, and one part sand. Color: Dark Green Outfield Area/Brown Dirt Area

The final Finish Coat of Acrytech shall be applied as directed by the manufacturer at a rate of not less than .03 - .06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts concentrate, 1 part water, and one part sand.

Color: Dark Green Outfield Area/Brown Dirt Area, similar color match to all other baseball fields in the Frank Brown Complex.

Striping of Miracle Field: Striping shall be White lines conforming to Tee-Ball specifications and be Acrytech Textured Line Paint (100% acrylic latex) applied by brush using masking.

2. Resurfacing & Striping of the Lyndell Conference Center Outside **Pickleball Courts-**
 3. Resurfacing & Striping the Scotts Field Park Outside **Basketball Court –**
 4. Resurfacing & Striping of the Frank Brown Park Outside **Basketball Court –**
 5. Resurfacing & Striping of the Frank Brown Park Outside **Shuffleboard Court-**
 6. Resurfacing & Striping of the Maggi Still Park Outside **Shuffleboard Court-**
 7. Only 3 Scratch repairs on Frank Brown Park **Tennis Courts-**
- B. When preparing for each Resurfacing Project, thoroughly clean and pressure wash the surface utilizing a pressure washer with at least 3500 psi. Areas of algae, dirt, sand, delaminating surface material, etc. should be removed.
- All low areas must be leveled to within 1/8" with American Patch Binder. Mix 100 lbs. silica sand with 2 gallons of Portland Cement and add Binder until desired consistency is achieved.

Over the Asphaltic Surface Course, apply one (1) coat of Premier Sports Acrylic Resurfacer in accordance with the manufacturer's directions at a rate of not less than .04 - .06 gallons per square yard (32 - 48 gallons for 800 square yards). Dilution rate will not exceed 1 part water, 2 parts Premier Sports Resurfacer and one part sand.

The second coat should be Premier Sports Color Concentrate (color: Blue/Light Green) in accordance with the manufacturer's directions at a rate of not less than .03 - .06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts Premier Sports concentrate, 1 part water, and one part sand.

The final coat of Premier Sports Color Concentrate (color: Blue/Light Green) shall be applied as directed by the manufacturer at a rate of not less than .03 - .06 gallons per square yard (24 - 48 gallons for 800 square yards). Dilution for this texture coat shall be 2 parts Premier Sports concentrate, 1 part water, and one part sand.

White lines conforming to U.S. Tennis Association specifications shall be laid out and Premier Sports Textured Line Paint (100% acrylic latex) applied by brush using masking tape or template.

- C. All Cracks and repairs should be filled and leveled with American Patch Binder. All low areas and paving seams must be leveled to within 1/8" with American Patch Binder. Mix 100 lbs. silica sand with 2 gallons of Portland Cement and add Binder until desired consistency is achieved.
- D. **Colors of all Basketball Courts, Pickleball Courts and Shuffle Board Courts will be Blue and Green. Same colors of the existing Basketball Court/Tennis Courts at Frank Brown Park.**
Striping of courts shall be White lines and be a Acrytech Textured Line Paint (100% acrylic latex) applied by brush using masking tape or templates. See Attachment B.

General:

Materials specified for the Color System shall be delivered F.O.B. to the site in sealed, painted containers, properly labeled with Manufacturer's labels, and stenciled with the proper batch code number. Products packaged or labeled in any other manner will not be accepted. Mixing with clean fresh water shall only be done at the job site. Spreading rates are based upon material prior to mixing with water as directed.

Upon completion, the Contractor shall remove all containers, surplus materials and debris, and leave the site in a clean and orderly condition acceptable to the Owner.

- E. **Color of the Miracle League Field will be a Baseball Field Color. Dark Green outfield area, Brown Dirt color for the infield area and dugouts with white foul lines, batters boxes, pitching rubber and bases.**
- F. Miracle League Field will be measurements of a Tee-Ball Field Attachment B.
- G. **Shuffleboard Courts-** Resurface (2) two total courts. One court is located at Frank Brown Park and one court is located at Maggi Still Park in Panama City Beach. Each Court will require cracks repaired. The court at Frank Brown Park will require concrete repairs on the back edge of each side of the court for a smooth transition. The contractor is responsible for all dimensions, smooth court surface/final coats of surfacing to the standards of National Shuffleboard Association.

- H. Provide a 1 year Warranty starting on March 1, 2019 on labor, materials & workmanship on all surfacing projects and a 5 year Warranty on the NGI TitanTrax Xtreme Air Court material or similar product on the Miracle League Field. See Attachment C
- I. The City is tax exempt and a copy of certificate of exemption is attached as Exhibit A.
- J. After the project is complete, payment in full will be made within 30 days of receipt of invoice for the approved bid amount. Invoice shall be submitted in digital Adobe Acrobat pdf format to Cheryl Joyner Recreation Administration Supervisor at cjoyner@pcbqov.com.
- K. Bidder shall obtain any and all permits from the City Planning Dept before project begins.
- L. Job Completion will be completed by February 15, 2019 with liquidated damages of \$300.00 per day thereafter.

PART 2 – MINIMUM BIDDER QUALIFICATIONS

The proposal must include verifiable evidence and references demonstrating that the Bidder's personnel responsible for this project meet the following:

- A. On site supervision by a person with at least three years of experience in Court resurfacing and the installation of NGI TitanTrax Xtreme Air Court material or similar product.
- B. Company experience and a list of references on at least (3) projects of similar size, type and complexity as required on the Miracle League Field.
- C. Bidder must have ten (10) years minimum experience in court construction and resurfacing. Upon request, Bidder must present a minimum of fifteen (15) major projects completed during the past five (5) years, as well as, a list including resurfacing projects with multiple tennis courts. Bidder must have five (5) years minimum experience in the installation of the NGI Xtreme Surface System or similar product.
- D. Bidder must be an approved member and a Certified Tennis Court Builder of the American Sports Builders Association and an approved applicator for Acrytech Coatings Surface System/NGI TitanTrax Xtreme Air Surface System or similar product.

PART 3 – DATES

- 1. Job Walks – Please schedule an appointment by contacting Cheryl Joyner, City of Panama City Beach Recreation Administration Supervisor at cjoyner@pcbqov.com.
- 2. Sealed Proposals Due Tuesday December 4, 2018 at 2:00pm at City Hall Annex, 110 South Arnold Road, Panama City Beach
- 3. Proposals will be opened at 2:00 pm at that same time and place;
- 4. City Council Approval December 13, 2018.
- 5. Job awarded December 14, 2018.
- 6. Job to be completed by February 15, 2019.

PART 4 – LIST OF RFP EXHIBITS

EXHIBIT A

Certificate of Tax Exemption

EXHIBIT B

Pictures of Facilities & Requested Colors for surfacing

EXHIBIT C

Data Sheet for the desired TitanTrax Xtreme Air Surfacing for the Miracle League Field

A



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012646470C-9	05/31/2017	05/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF PANAMA CITY BEACH
110 S HIGHWAY 79
PANAMA CITY FL 32413-2140

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



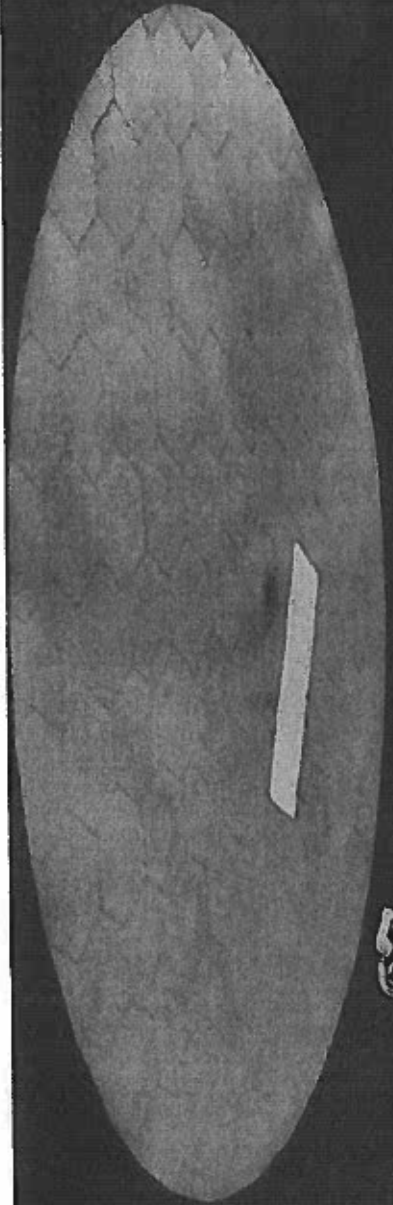
Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

B

Miracle League Field



CONSENT
AGENDA ITEM #

5



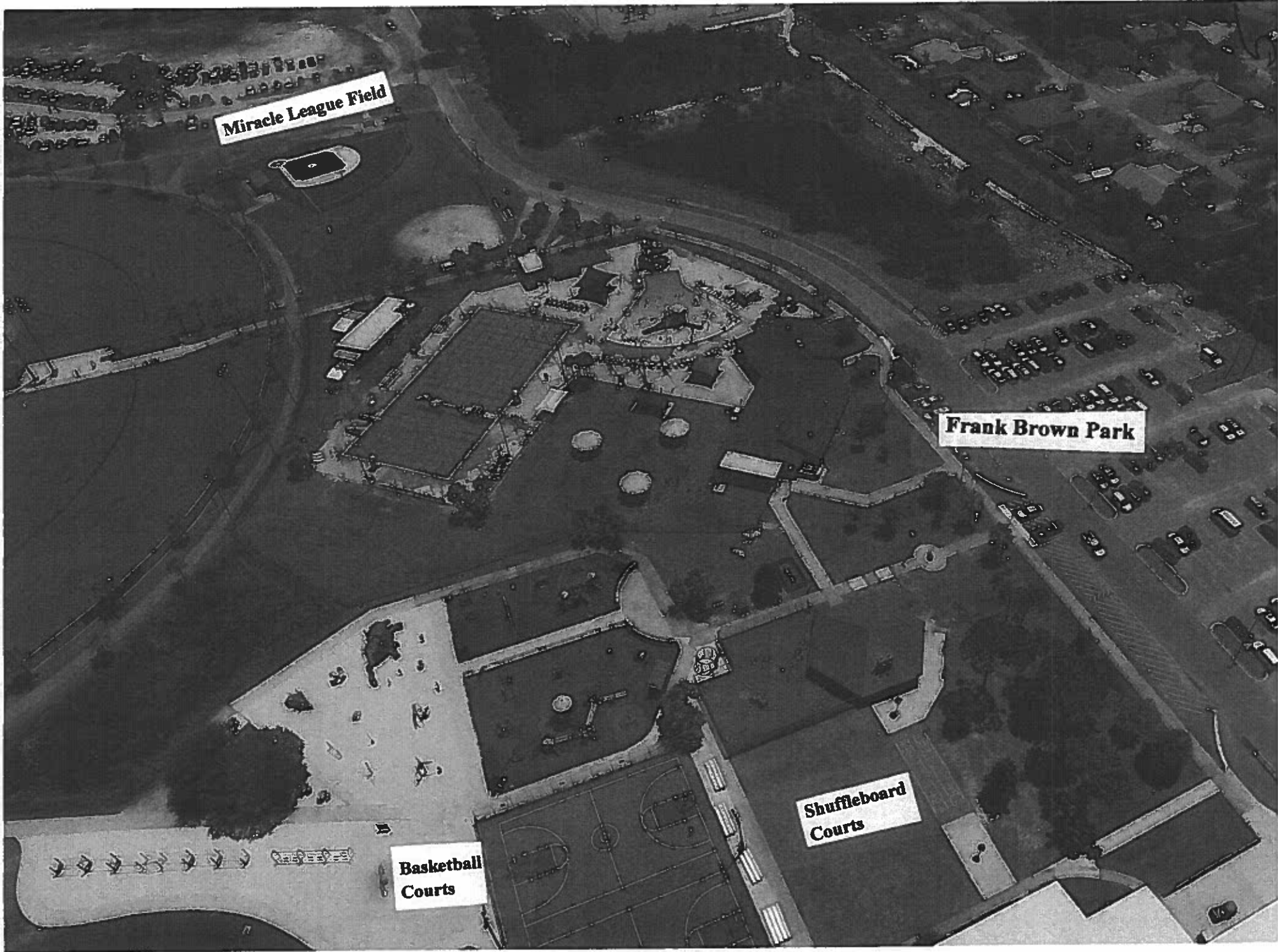


Subject:

Scott's



Sent from my iPhone



Miracle League Field

Frank Brown Park

Basketball Courts

Shuffleboard Courts

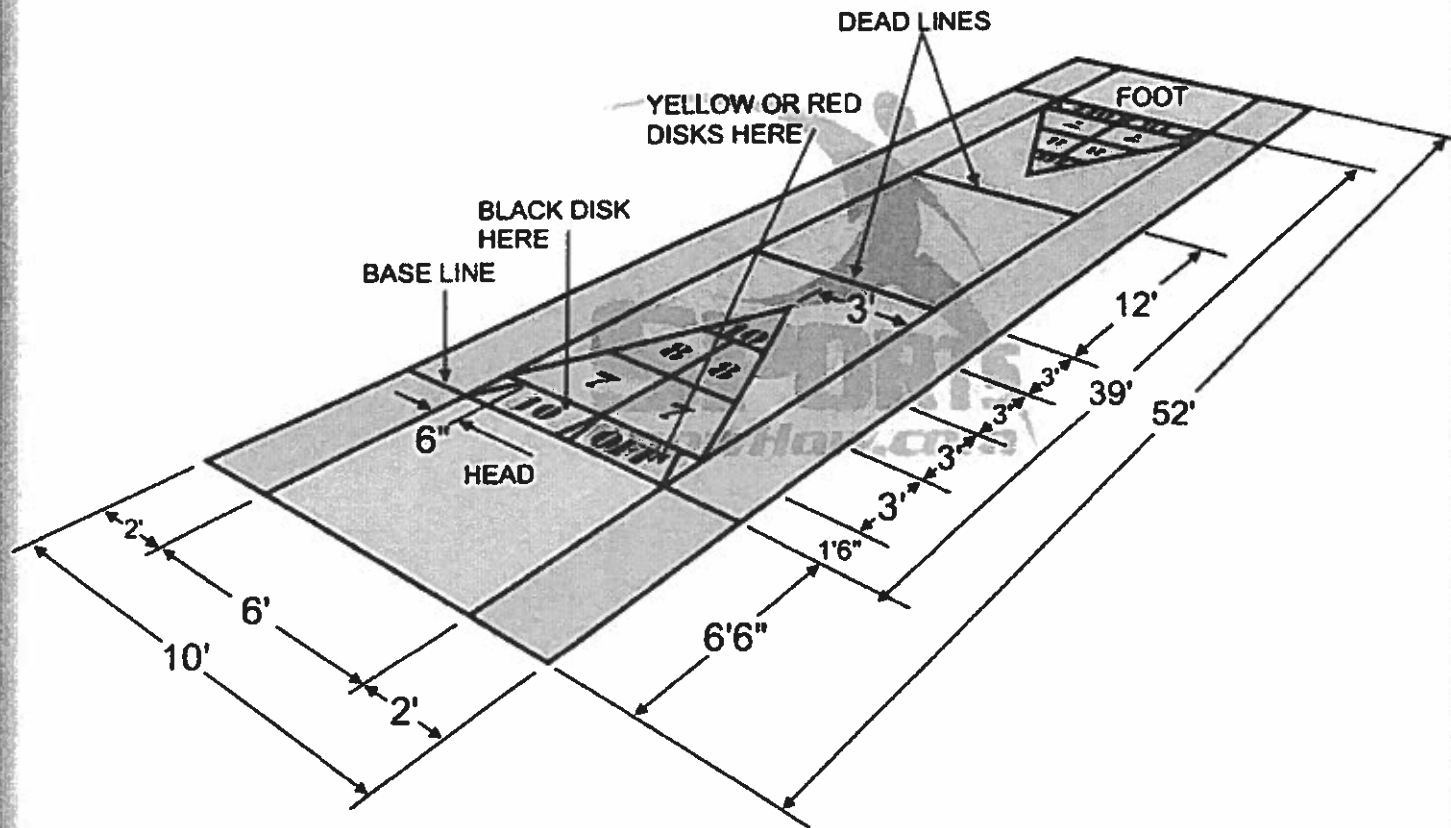


Frank Brown Park

Shuffleboard Courts

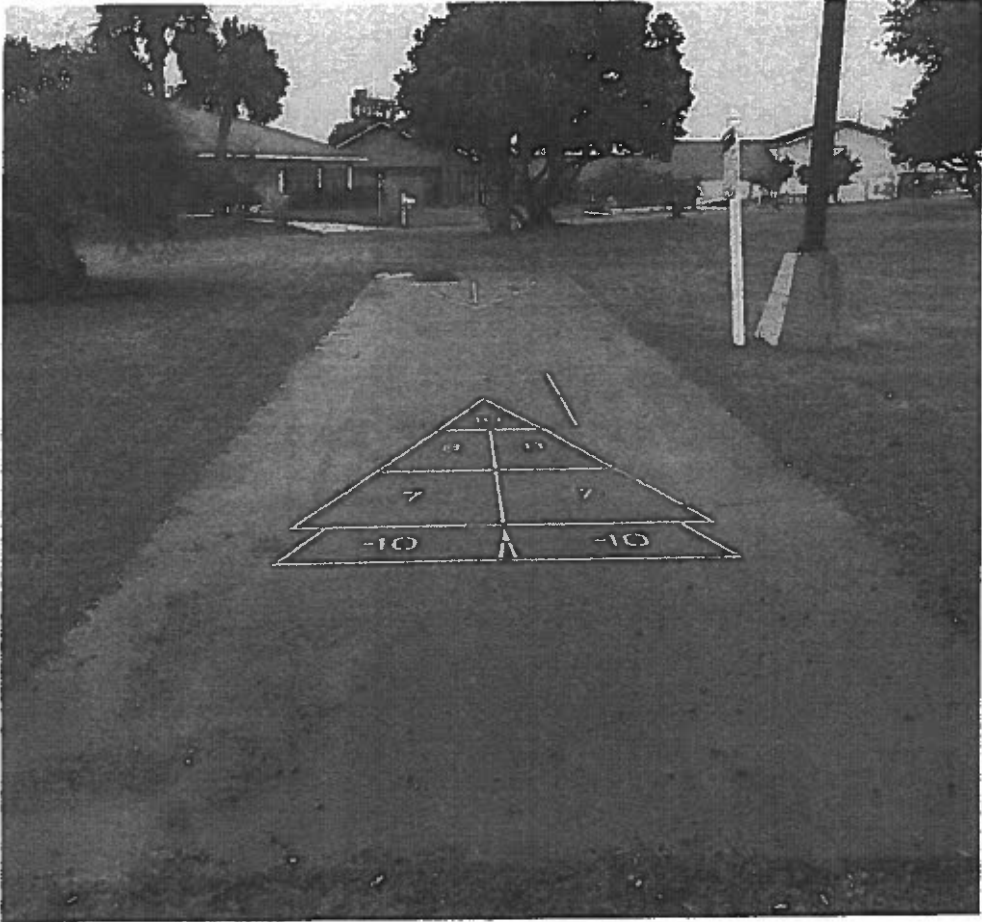
Basketball Courts

Tennis Courts - Small Repairs only...



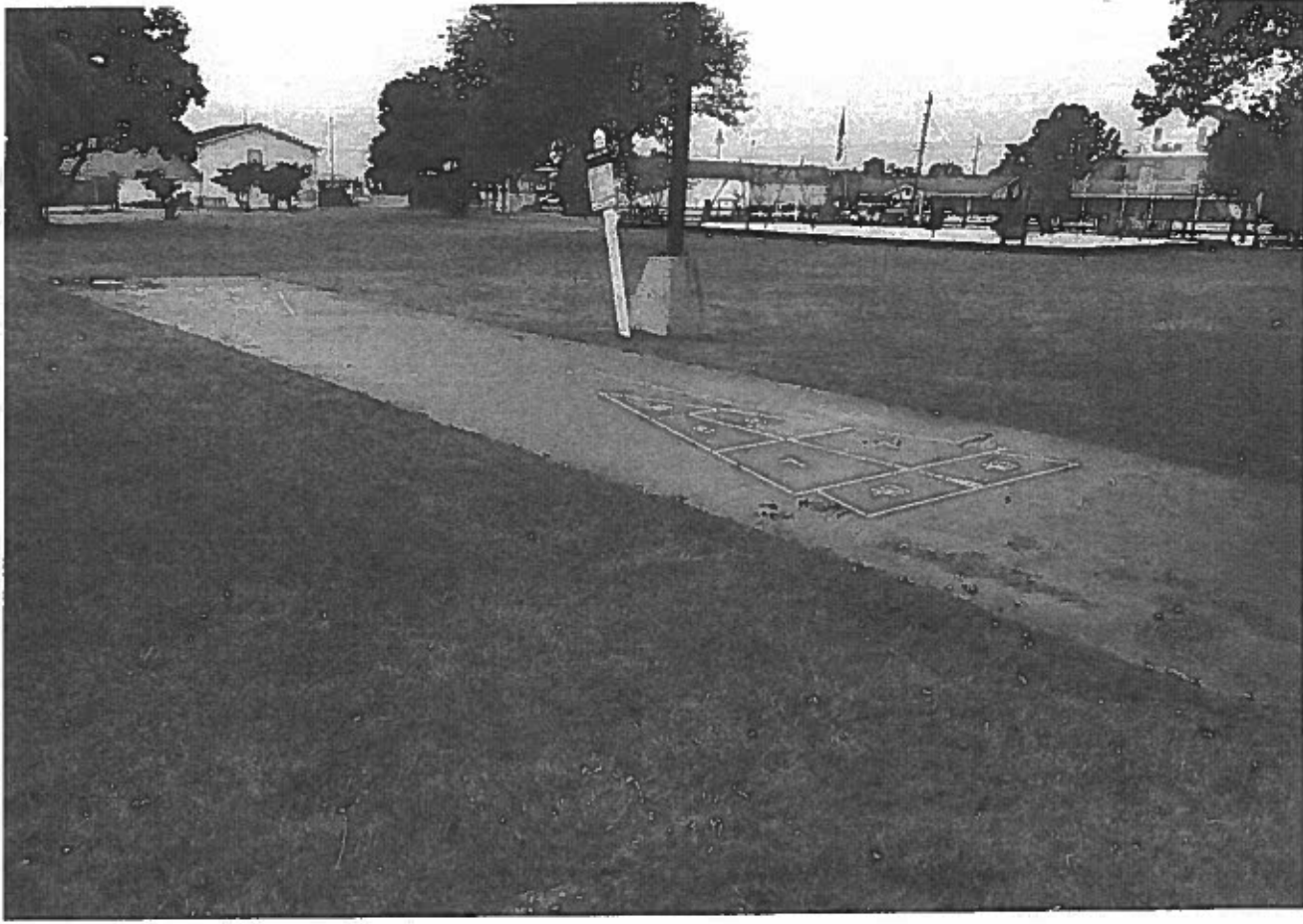
The information and diagrams on SportsKnowHow.com are intended for general information purposes only and should not be considered to represent official or sanctioned specifications. Please consult your league, organization or sanctioning body for their specific dimensions and/or diagrams. Information and diagrams on SportsKnowHow.com may be reproduced in electronic or written form only with written permission from SportsKnowHow.com and IMUCorp.

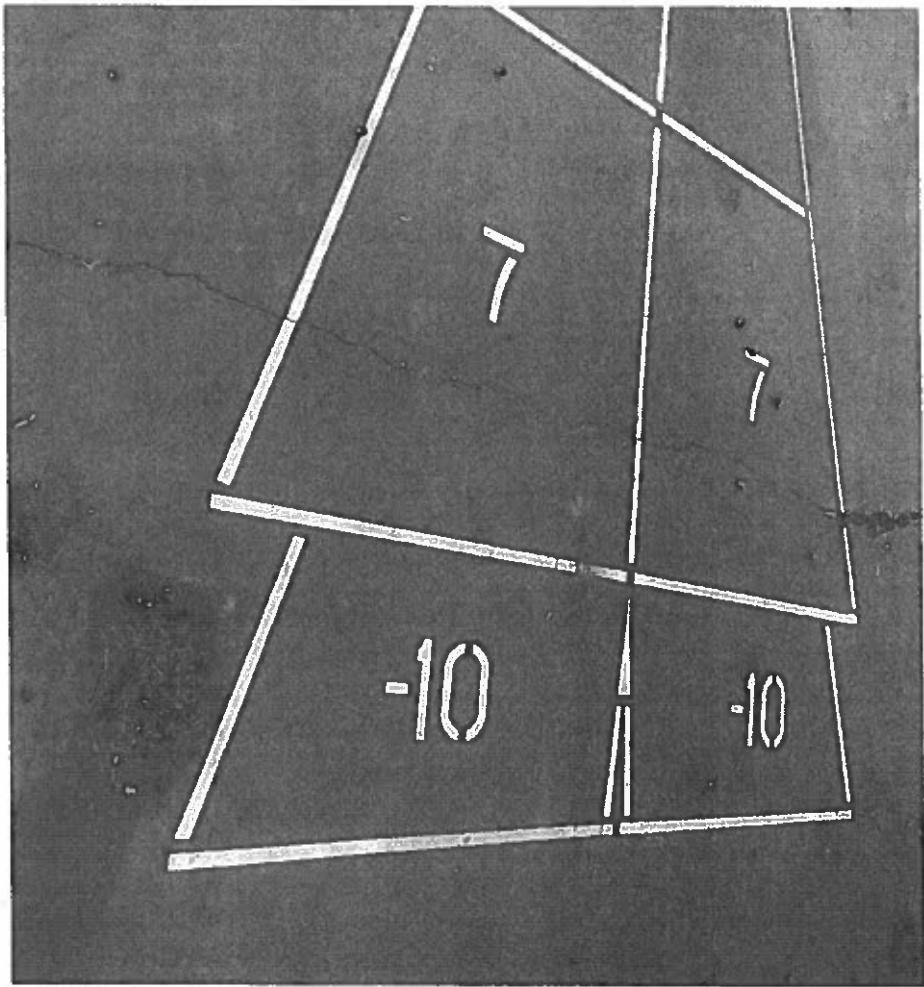
Maggi Stice Park



5

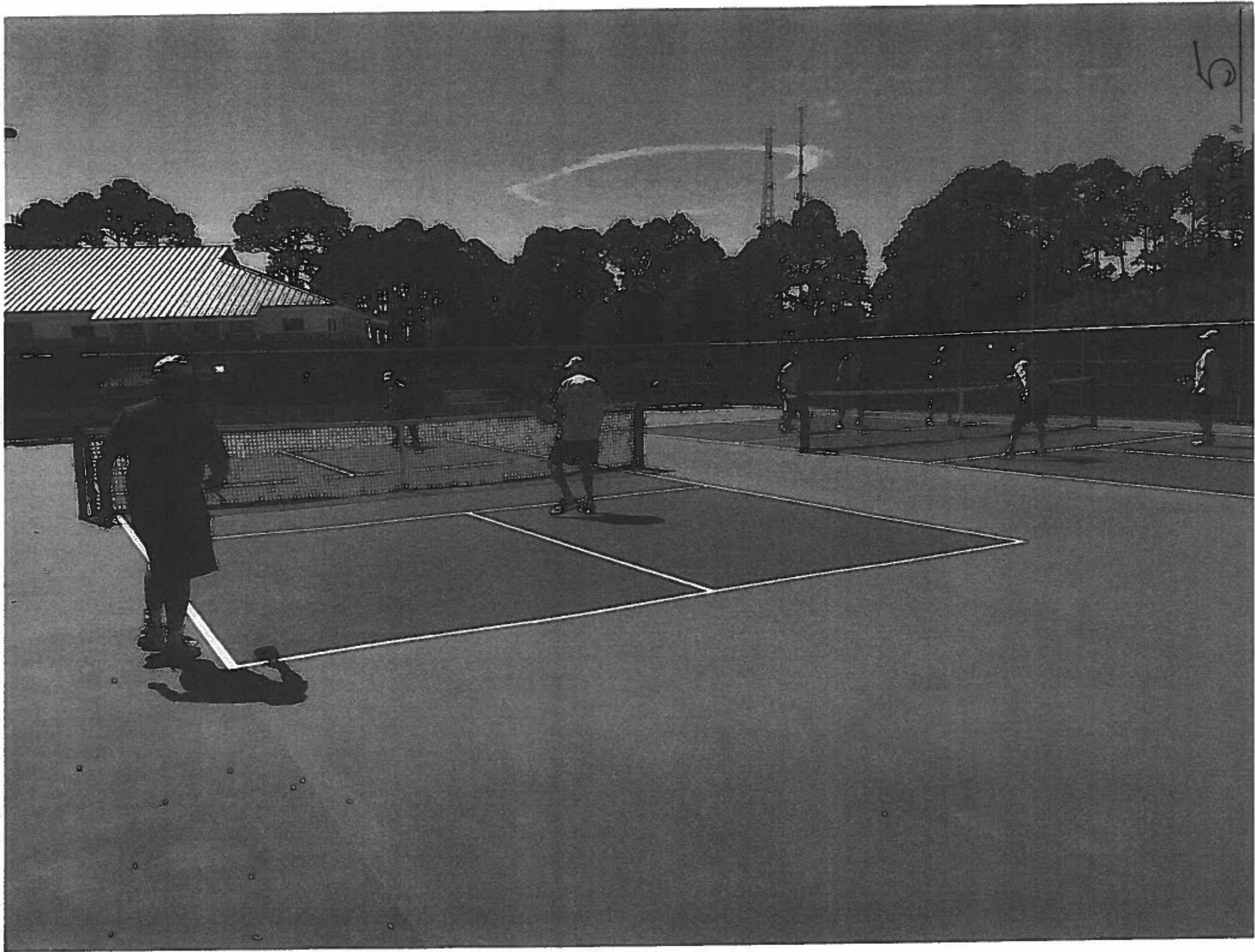
CONSENT
AGENDA ITEM #





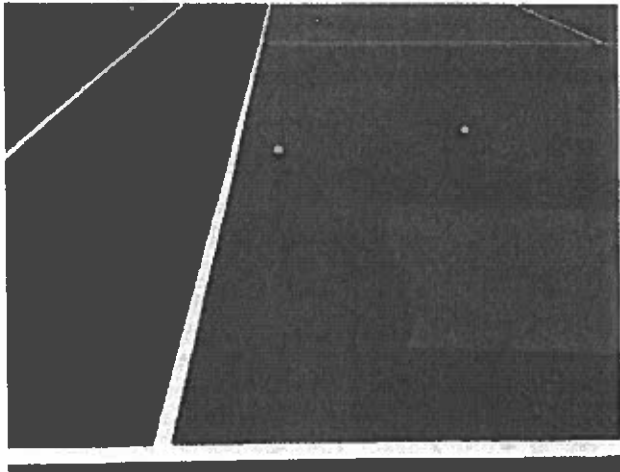
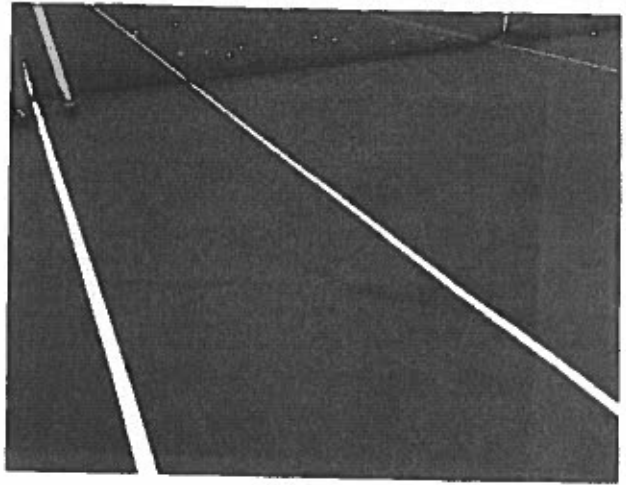
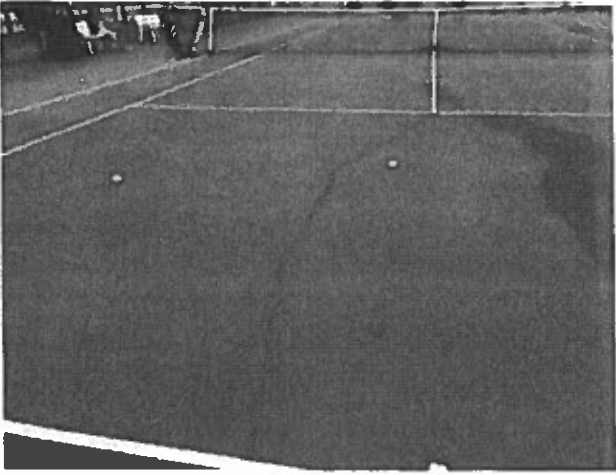
Lyndell Conference Center Pickleball Courts

5
CONSENT



Subject:

Tennis court scratches





ENGINEERED FOR SPORT

**TITANTRAX
XTREME AIR**

C

DATA SHEET

	<u>U.S.</u>	<u>METRIC</u>
THICKNESS	.20 inches	5mm
TOTAL WEIGHT	17.50 lbs/syd	9.50 kg/smtr
COMPRESSION SE	<15%	< 15%
COMPRESSION RESISTANCE	5 lbs/sq inch min	14.6kg/sq cm min
ROLL WIDTH	146 inches	3.71 meters
ROLL LENGTH		Per Job
CONSTRUCTION		Laminated
BACKING PRECOAT		Urethane
INTERLINER		Dual Polyester Sandwich
CUSHION LAYER		Urethane Foam
COLOR(S)		By Color Chart
LINES		White

DESCRIPTION

- Polyester base layer topped with a urethane foam, sealed with a multi-ply polyester cover layer which is impregnated with a natural urethane sealant of synthetic polymers and flexible urethane finishing materials.
- Stabilized cushion overlay
- 1 Rolls, each 12' X custom' in size

10/03/2018

2807 Walker Road . Chattanooga TN . 37421

Tel:800-835-0033

Fax: 423-499-8882

e-mail: info@ngisports.com // // website: www.ngisports.com

CONSENT
AGENDA ITEM #

5

CONSENT ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
DECEMBER 13, 2018

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 19-24 to close portions of roads in Pier Park on Saturday, May 18, 2019 for the parade.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The Jeep Beach Jam event is scheduled to be held on scheduled on May 14-19, 2019.

The event includes a parade on May 18, 2019 which necessitates closure of a portion of South Pier from L.C. Hilton Drive to Front Beach Road and rerouting on a portion of Front Beach Road adjacent to the City Pier from 6:30 a.m. to 10:30 a.m. within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION NO. 19-24

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH AUTHORIZING TEMPORARY ROAD CLOSURE OF A PORTION OF SOUTH PIER PARK DRIVE AND AUTHORIZING REROUTING OF TRAFFIC ON A PORTION OF FRONT BEACH ROAD, ON SATURDAY, MAY 18, 2019, FOR THE "JEEP BEACH JAM" PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the "Jeep Beach Jam" (the "Event") is being held on Tuesday, May 14, 2019 through Sunday, May 19, 2019, in Panama City Beach, which will include a Parade and a Block Party on Saturday, May 18, 2019; and

WHEREAS, the Parade necessitates careful traffic control and extraordinary usage of portions of Front Beach Road, South Pier Park Drive and L.C. Hilton Drive in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City Council of the City of Panama City Beach that:

1. During the hours of 12:01 A.M. and 12:00 P.M. on Saturday, May 18, 2019, the City authorizes temporary road closure of South Pier Park Drive and from L.C. Hilton Drive to Front Beach Road and directs that such traffic be controlled in accordance with the attached map which accompanies this Resolution; and
2. During the hours of 7:30 A.M. and 10:30 A.M. on Saturday, May 18, 2019, all vehicular traffic on portions of Front Beach Road adjacent to the City Pier shall be rerouted in accordance with the attached map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk



Beach Jam "Beach Crawl" Parade Saturday May 18, 2019

6:30AM Staging in Seahaven open lot.

7:30AM Parade begins

10:30AM Parade Ends on Pier Park Dr at Dave & Busters Circle

Block Party Pier Park Drive Saturday May 18, 2019

7:00PM Block Party begins

11:00PM Block Party over

RESTRUCTURE

By moving the start time to early morning we should experience about 1/3 of the traffic redacting dramatically. Third party parking should also virtually not exist. To ensure these results we've added 12 beach spotters. And we are doubling staging staff and eliminated any additional activity before or during staging and beach crawl. Access on and off Front Beach Rd should also present little or no heartburn. We will be limiting participation to the first 1,000 pre registered Jeeps. It is very important all 1,000 are granted access. numbered window cards will be issued to qualified jeeps and required to display when staging. No more than 1,000 will be permitted. 2018 JBJ beach crawl reported nearly 1250 jeeps gain access to beach crawl.

REQUEST FOR TEMPORARY ROAD CLOSURE

Jeep Beach Jam is being held Tuesday-Sunday May 14-19 2019 As part of the event a "Beach Turtle Crawl" PARADE is included.

- 1) Saturday May 18, 2019. between the hours of 7:30AM and 10:30AM The Parade requires traffic control and requested the temporary closure of South Pier Park Drive and L.C. Hilton Drive. to Front Beach Road and directs that such traffic be controlled in accordance with the map attache
- 2) Saturday May 18, 2019 between the hours of 7:30 AM and 10:30AM all vehicular traffic on portions of Front Beach Rd adjacent to the City Pier shall be rerouted in accordance with the attached map
- 3) Saturday May 18, 2019 between the hours of 12AM and 12 PM Pier Park Drive requires temporary closure of Pier Park Drive from Front Beach Road to Circle at Dave & Busters. for the use of the parade in the morning and Block Party in the evening.

CONSENT ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

December 13, 2018

3. REQUESTED MOTION/ACTION:

The Parks and Recreation staff recommends that the council authorize the City to contract with the lowest responsive bidder, Jerry Pate Turf & Irrigation in the amount of \$24,881.89 for the purchase of a Toro Workman with dump bed.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On December 4, 2018 the Parks and Recreation Department received one sealed bid for a Toro Workman utility vehicle with dump bed. The lowest responsive bid was from Jerry Pate Turf & Irrigation \$24,881.89.

This purchase was planned for in the adopted 2018-2019 budget.

7

RESOLUTION 19-25

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH JERRY PATE TURF & IRRIGATION IN THE AMOUNT OF \$24,881.89 FOR THE PURCHASE OF A TORO WORKMAN UTILITY VEHICLE WITH DUMP BED; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf & Irrigation relating to the purchase of a Toro Workman Utility Vehicle with dump bed, for the Parks and Recreation Department in the basic amount of Twenty-Four Thousand, Eight Hundred Eighty- Eight Dollars and Eighty-Nine Cents (\$24,881.89), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 19-25

CONSENT

AGENDA ITEM #

7

**CITY OF PANAMA CITY BEACH
BID TABULATION**

Bidder	Address	Information	Price
Jerry Pate Turf & Irrigation	301 Schubert Drive Pensacola, FL 32504 1-800-700-7001	TORO 07390 Workman HDX Auto	\$24,881.89

AGENCIA FEDERAL
CONSENT

7

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 2018.

Heavy Duty Vehicle

TORO 07390 Workman HDX Auto

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the proposal submitted.

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed equipment to the City of Panama City Beach for the proposed amount, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida.

BID AMOUNT: \$24,881.⁸⁹

Jerry Pate Turf & Irrigation

BY: SCOTT G. PATE TITLE: SR. VICE PRESIDENT
ADDRESS: 301 Schubert DR CITY: Pensacola STATE: FL ZIP: 32504
EMAIL ADDRESS: procurement@jerry pate.com
PHONE: 800-700-7001 Ext 1217

SIGNATURE - (Confirming all information above is correct)



CONSENT
AGENDA ITEM #

7

CONSENT ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:
December 13, 2018

3. REQUESTED MOTION/ACTION:
Approve the purchase of a replacement electrical breaker in the amount of \$12,441 from Eaton through it's authorized local vendor United Lighting.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

A large electrical breaker used in one of the motor control centers at the City's wastewater treatment facility is damaged beyond repair and must be replaced. This is a sole source replacement item and must be purchased from the supplier, Eaton, through the local exclusive distributor, United Lighted. Attached for your review is a proposal to supply a replacement breaker in the amount of \$12,441. Production and delivery will take 4-6 weeks after receipt of a purchase order from the City. Staff recommends Council approval to purchase this critical electrical component. The Utility Department maintenance budget has sufficient funds within the current Fiscal Year 18/19 budget to cover the expenditure without a budget amendment.

CONSENT
AGENDA ITEM # 8

RESOLUTION 19-26

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A MAGNUM REPLACEMENT BREAKER FOR THE CITY'S WASTEWATER TREATMENT FACILITY FROM EATON CORPORATION IN THE AMOUNT OF \$12,441.

WHEREAS, the City finds that the goods are to be used exclusively for the operation of the City's Wastewater Treatment Facility, that the goods are to replace a specialized, mechanical or electrical component of the utility, and that the goods are only available from a sole source of supply.

NOW THEREFORE, BE IT RESOLVED that the City Council approves, and to the extent necessary ratifies, that certain Agreement between the City and Eaton Corporation, relating to the purchase to replace a damaged Magnum breaker at the City's Wastewater Treatment Facility, in the basic amount of Twelve Thousand Four Hundred and Forty-One Dollars (\$12,441.00), inclusive of shipping costs, in substantially the form attached and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk



Eaton
226 Cahaba Valley Parkway
Pelham, AL 35124

November 26, 2018

City of Panama City Beach
Panama City Beach, FL

Reference: ATK5-181126-01 Magnum Breaker Replacement

Attention: Stephen Parris, 850-527-0371 / sparris@pcbgov.com

Eaton's Electrical Services and Systems Division (E-ESS) is pleased to present our updated proposal to provide a replacement Magnum breaker.

Scope of Work

This proposal is to provide a replacement breaker as follows:

Eaton SBSE123WEA 121FCLCN4YHNNAX, EODO, 24vdc close & control trip, with Digitrip 1150 LSIG, 1200A sensors & rating, to replace serial number CGIA78469-009-001.

Lead time is 4-6 weeks from after receipt of order.

Price \$12,441 Net Customer

This proposal is subject to Eaton Selling Policy 25-000 (enclosed). The following terms and conditions will apply to this proposal. This proposal is valid for 30 days after which it is subject to change.

Clarifications

The following clarifications will apply to this proposal.

- Taxes are not included in this proposal. All applicable taxes will be charged based on the provided ship-to address and listed as an additional, separate item on your invoice. If your company/entity is tax exempt, please provide the appropriate tax exempt certificate.
- The price above includes prepaid shipping by Eaton, F.O.B. our dock.
- Drawing updates are NOT included in this proposal.
- No field service is included with this proposal.
- No specification was provided for the above scope of work.

ORDER ENTRY

This project is quoted through United Lighting. Please place all orders for the above service to Paul Spires, 850-532-5293 / pauls@unitedlighting.com, referencing the Neg number at the top of this proposal.

United Lighting's order to Eaton should be directed to:

Carol Codding
(O) 205-403-3801 (E) carolicodding@eaton.com

226 Cahaba Valley Parkway
Pelham, AL 35124

We appreciate this opportunity to be of service to you. If you have any questions or comments please feel free to contact us at any time.

Respectfully,

Jim Boyanchek

Jim Boyanchek, PE(IL), LEED AP BD+C
Service Sales Specialist
630-306-5480
Email: jamesdboyanchek@eaton.com

CONSENT ITEM

9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

December 13, 2018

3. REQUESTED MOTION/ACTION:

The Parks and Recreation staff recommends that the council authorize the City to contract with the lowest responsive bidder, Jerry Pate Turf & Irrigation in the amount of \$18,386.49 for the purchase of a Toro SP3040 infield groomer.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On December 4, 2018 the Parks and Recreation Department received one sealed bid for an "Infield Groomer." The lowest responsive bid was from Jerry Pate Turf & Irrigation \$18,386.49.

This purchase was planned for in the adopted 2018-2019 budget.

CONSENT
AGENDA ITEM #

9

RESOLUTION 19-27

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH JERRY PATE TURF & IRRIGATION IN THE AMOUNT OF \$18,386.49 FOR THE PURCHASE OF A TORO SP3040 IN-FIELD GROOMER.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf & Irrigation, relating to the purchase of a Toro SP3040 in-field groomer, in the basic amount of Eighteen Thousand, Three Hundred Eighty-Six Dollars and Forty-Nine Cents (\$18,386.49), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**CITY OF PANAMA CITY BEACH
BID TABULATION**

Bidder	Address	Information	Price
Jerry Pate Turf & Irrigation	301 Schubert Drive Pensacola, FL 32504 1-800-700-7001	Toro SP 3040 Infield Groomer	\$18,386.49

9
CONSENT
AGENDA ITEM #

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____ 2018.

In-field Groomer

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the proposal submitted.

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed equipment to the City of Panama City Beach for the proposed amount, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida.

BID AMOUNT: \$ 18,386.49

Scott Pate Turf & Irrigation

BY: SCOTT G. PATE TITLE: SR. VICE PRESIDENT
ADDRESS: 301 Schuler DR CITY: Pensacola STATE: FL ZIP: 32504
EMAIL ADDRESS: procurement@scottpate.com
PHONE: 900-700-7001 ext 1217

SIGNATURE - (Confirming all information above is correct)



In-field Groomer

CONSENT
AGENDA ITEM #

9

CONSENT ITEM

10



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

December 13, 2018

3. REQUESTED MOTION/ACTION:

Staff recommends that the council authorize the City to contract with the Highest responsive bidder, Morris Enterprises for the 2019 Frank Brown Park Concessions Contract in the amount of \$70,100.00

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On December 4, 2018 the Parks and Recreation Department received three bids for the 2019 Frank Brown Park Concessions Contract: Attachment A

Morris Enterprises	\$70,100.00
Duren & Associates	\$67,001.01
Adris Pender	\$65,260.00

Staff is recommending Morris Enterprises as the new concessionaire for Frank Brown Park for 2019. Bid Packet is Attached. Attachment A. Morris Enterprises is a Responsive High Bid.

For 2017 and 2018 the revenue received each year from the Concession Contract was \$65,700.00.

With City Council Approval, Staff will enter into a contract with Morris Enterprises for 2019 with a possible option for the City to approve in 2020. Attachment B.

Staff recommends approval to enter into a contract with Morris Enterprises.

RESOLUTION 19-28

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH MORRIS ENTERPRISES IN THE AMOUNT OF \$70,100 FOR FRANK BROWN PARK CONCESSION MANAGEMENT AND OPERATION SERVICES.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Morris Enterprises relating to the provision of concession management and operation services at Frank Brown Park in the basic annual amount of Seventy Thousand, One Hundred Dollars (\$70,100), in substantially the form of the proposal attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

BID PROPOSAL FORM

This Bid Proposal Form will be attached to the Required Introduction/Cover Letter Part 5A.

TO: City of Panama City Beach, Florida

SUBMITTED: 12-4, 2018.

2019 Frank Brown Park Concessions Contract

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the proposal submitted.

The Bidder proposes and agrees, if this proposal is accepted, to a contract with the City of Panama City Beach for the proposed amount, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida.

PROPOSED BID AMOUNT (minimum of \$60,000): 60,000

Additional monetary or tangible benefit to the City: 10,100
Total 70,100

STATEMENT OF QUALIFICATIONS: This information may be written on a separate sheet. No more than (1) one page per statement.

- Operational and management experience and reputation:
See attached
- Financial strength. A credit report may be requested:
See attached
- Familiarity with local tourism industry and athletic sporting events:
See attached
- Firm or individual's major claim and litigation history for past five (5) years:
See attached
- The City's return on investment to be generated by the proposed bid:
\$ 70,100.00
Seventy thousand, one hundred dollars

Other information that proves Bidder is capable of the Management/Operations of the Concession Stands:
Safe, Serv management license, liability insurance holder
Restaurant license

Licenses: _____

BY: Joyce Morris TITLE: owner

ADDRESS: 1809 Hwy 2301 CITY: Panama STATE: FL ZIP: 32404

EMAIL ADDRESS: joycemorris244@gmail.com CELL PHONE 850-527-0479

SIGNATURE - (Confirming all information above is correct) Joyce Morris

Exhibit A

**CITY OF PANAMA CITY BEACH
BID TABULATION**

A

Bidder	Address	Information	Price
Morris Enterprises	7809 Hwy 2301 Panama City, FL 32404	Responsive Bid	\$70,100.00
Duren & Associates	P.O. Box 9595 Panama City Beach, FL 32417	Responsive Bid	\$67,001.01
Adris Pender	P.O. Box 18671 Panama City, FL 32408	Responsive Bid	\$65,260.00

CONSENT
AGENDA ITEM # 10

2019 Frank Brown Park Concession Contract

City of Panama City Beach, Florida

PART 1 -SCOPE

- A. The City of Panama City Beach is actively seeking proposals for a contractor to manage and operate the two athletic concessions, (1) the North Complex and (2) the Middle Grounds, of the Frank Brown Park Sports Complex together with designated Concessions Cart areas in the South Complex and Soccer Field Complex.
- B. While the purpose of this specification is to indicate certain minimum requirements, it is not the intent to exclude any bids, but is written to ensure the City of Panama City Beach a suitable contractor for its requirements.

PART 2 –CONTRACT

- A. The successful bidder, with approval from City Council, will enter into a contract with the City of Panama City Beach.
- B. The contract period for the two athletic concessions and designated cart areas of Frank Brown Park Sports Complex is for a period of approximately 10 months, beginning February 1, 2019, and ending November 30, 2019.
- C. There shall be an option to renew, if agreeable by both parties, at the proposed prices for one (1) additional season, February 1, 2020 through November 30, 2020.
- D. If the renewal option is agreed upon, the contractor will still vacate the facilities to allow for maintenance and inspection of building from December 1st through January 31st.
- E. The City reserves the right to terminate the contract for convenience or for cause by giving a thirty (30) day written notice prior to the effective date of termination.

PART 3 – MINIMUM ACCEPTABLE BID

- A. The minimum acceptable bid for the 2019 Frank Brown Park Concession Contract is \$60,000.00.
- B. The payments will be divided into 8 monthly payments:
1st payment due March 1, 2019 and last payment due October 1, 2019.
- C.

March 1, 2019	2.5% of Total Bid
April 1, 2019	2.5% of Total Bid
May 1, 2019	5% of Total Bid
June 1, 2019	10% of Total Bid
July 1, 2019	20% of Total Bid
August 1, 2019	25% of Total Bid
September 1, 2019	25% of Total Bid
October 1, 2019	10% of Total Bid
- D. If payment is not received by each due date, a late fee of \$25 per business day will be assessed.
NO EXCEPTIONS.

PART 4 – GENERAL CONDITIONS

- A. A detailed list of all items to be sold and the respective pricing will be submitted by the contractor to the Director of Parks and Recreation for approval. No glass bottles, glass cups or glass bowls in any fashion. The Menus must be listed in the Display Boards provided on the walls of the buildings. Laminated handout menus may be provided if kept in an orderly manner at the concession window. **NO BANNERS OR PROMOTION ITEMS MAY BE PLACED ANYWHERE IN THE COMPLEX.**
- B. The Contractor **will not use Deep Fryers. No Exceptions!** Also the sale of foods with a shell is prohibited. Example, No peanuts with shells, No sun flower seeds, No shrimp with shells, etc... Contractor will provide an over-the-counter type of operation for servicing and dispensing food and beverage items and is only authorized to sell out of the (2) designated concession buildings named in the contract (North Complex Concession and Middle Grounds Concession) with only (2) designated concession cart areas (South Complex & Soccer Fields). No other remote locations will be authorized, this includes carts in front of the designated Concession Stands. **NO EXCEPTIONS.**
- C. No alcoholic beverages are permitted to be sold by contractor. (Exception Part 4V)
- D. Contractor shall not display, distribute, or advertise anything which has not been approved by the City.
- E. Contractor shall be responsible for acquisition, maintenance and replacement of all inventory and equipment in the North & Middle Grounds Concessions excluding (2) three compartment sinks, (2) handwashing sinks, (2) mop sinks, (2) vent hood systems, (2) stainless steel prep tables and (2) ice machines which are both under a lease agreement held by the City of Panama City Beach. Exhibit B
- F. Fountain Drinks are allowed in both concessions stands.
- G. The Concession Carts permitted in the designated Concession Cart Areas are limited to the provision of hot dogs, drinks and snow-cones/shave ice. The cart must be no larger than 60" long and 49" tall, portable and walked into the designated areas. Contractor is prohibited from using a motor vehicle in designated Concession Cart areas. Concession Cart when not in use may be kept in the back of the Soccer Restroom Storage Room at the risk of the Contractor. We will call this small area the Concession Storage Room. It is the Responsibility of the Contractor to request from the City to look at this area if interested. This storage room is not controlled by air condition.
- H. Contractor shall obtain & pay for all necessary permits/licenses applicable for the concession operations.
- I. Contractor shall maintain liability (including auto liability) insurance required by the City. Contractor must carry a minimum of \$1,000,000 liability & \$3,000,000 aggregate naming the City of Panama City Beach as additional insured.
- J. Contractor shall be responsible for maintaining clean, orderly and inviting conditions throughout the concession stand operation.
- K. **Contractor shall not assign, transfer or sublet any part of the concessionaire's contract. NO EXCEPTIONS as per items Part 2-E.**
- L. City shall be responsible for repairs and maintenance of buildings and grounds with the exception of any damage due to the contractor's negligence.
- M. City shall furnish all electric, water and sewage treatment necessary for the ordinary and usual operation of the concession stand.
- N. Contractor shall indemnify the City against all claims for death, bodily injury and property damage.
- O. Contractor shall be responsible for maintaining Workers Compensation as required by State of Florida.
- P. It is the responsibility of the contractor to ensure all employees have passed a background check for crimes against children.
- Q. Neither the City nor the Contractor shall prohibit outside food/drink or personal coolers in the facility. **No Exceptions.** This subject comes up with each bidding process. The City has determined that all personal coolers, food and drinks **"ARE ALLOWED IN THE FACILITIES"**. Alcohol & glass bottles are prohibited.

- R. The contractor will provide Ice in a zip lock plastic bag at all times to Parks and Recreation Staff Employees for injuries that occur in the facility.
- S. Contractor must follow the schedule of events/games provided to the contractor by staff. Concession stands must be open (30) minutes before the start time of the first scheduled game and stay open until (10) minutes after the end of the final game scheduled for that day. If the Contractor is requesting to only have one concession stand open for certain game days, a written request to the Director of Parks and Recreation will need be received a minimum of 72 hours prior to event scheduled. The Director will then either approve or deny request within 24 hours after written request being received.
- T. The City could possibly enter into an Exclusive Sponsorship Agreement with Coca Cola or Pepsi for Frank Brown Park Sports Complex for the year of 2019 and 2020. If this happens, Contractor would be obligated to purchase all products from either Coca Cola or Pepsi as directed by the City of Panama City Beach. It is the intention of the City of Panama City Beach Parks and Recreation Department to work closely with the Concession Contractor for 2019 and 2020 and involve them in discussions regarding Sponsorship details with Coca Cola or Pepsi.
- THE CONTRACTOR AGREES AND WILL ACCEPT ALL FINAL DECISIONS MADE BY THE CITY OF PANAMA CITY BEACH REGARDING ANY AND ALL AGREEMENTS WITH COCA COLA OR PEPSI.**
- U. Special Tournament Events that receive approval for an Alcohol Addendum- Contactor understands that other Vendors under the direction of the Tournament Director with City approval are eligible to sell alcohol in designated areas. Contractor with the proper licensing/approval under the Tournament Director may also be eligible.
- V. Concession employees should maintain a clean appearance and wear a uniform shirt provided by contractor.
- W. The minimum age of workers is 14 & no one without a driver's license will be allowed to use a Golf Cart.
- X. Contractor understands that No Vehicles are allowed into facilities in a period of (1) one hour before the first scheduled game. **No Exceptions.**

PART 5 – AWARD CRITERIA – SUBMITTAL REQUIREMENTS

Each firm or person desiring consideration for this RFP must include sufficient information to enable the City to evaluate the capability of the firm or person to provide the services anticipated.

- A. **INTRODUCTION/COVER LETTER:** Respondents shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a respondent deems appropriate as a cover letter; this section shall include the name, address, telephone number, fax number and e-mail address of the designated person to whom all correspondence should be directed.
- B. In awarding the bid, the City of Panama City Beach will evaluate the proposals received, considering such facts as listed below, as well as other factors which are considered pertinent: This information can be entered in on the Bid Proposal Form or attached to the Cover Letter and Bid Proposal Form. No more than (1) one page per statement.
- Operational and management experience and reputation.
 - Financial strength. A credit report may be requested.
 - Familiarity with local tourism industry and athletic sporting events.
 - Firm or individual's major claim and litigation history for past five (5) years.
 - The City's return on investment to be generated by the proposed bid.
 - Other information that proves Bidder is capable of the Operations of the Concession Stands.

- C. The City of Panama City Beach reserves the right to reject any or all proposals, to waive irregularities, and to accept any proposal deemed to be in the best interest of the City, as determined by the City Manager.

- D. In the event of a tie, the following tiebreaker scenario will be in effect: If one bidder has demonstrated operational and management experience providing favorable service to local government park facilities, they will be awarded the bid. If neither have such experience, or if two or more bidders have equal operational management experience, the successful bidder will be determined by flip of the coin.

- E. Exhibit C is the Contract Agreement that will be signed by both the City and the successful bidder.

PART 6 – DATES

1. Job Walks – Please schedule an appointment by contacting Cheryl Joyner, City of Panama City Beach Recreation Administration Supervisor at cjoyner@pcb.gov.
2. Sealed Proposals Due Tuesday, December 4, 2018 at 2:20pm at City Hall Annex, 110 South Arnold Road, Panama City Beach
3. Proposals will be opened at 2:20pm at that same time and place;
4. City Council Approval December 13, 2018.
5. Concessionaire Contract awarded on December 14, 2018.
6. Contract will begin February 1, 2019.

PART 7 – LIST OF RFP EXHIBITS

EXHIBIT A

Illustrations of concession Areas

EXHIBIT B

Inventory of City owned Equipment

EXHIBIT C

Contract Agreement to be signed by the successful bidder

EXHIBIT A

Illustrations of Concession Area



EXHIBIT B

Equipment Inventory

North Complex Concession:

Qty	Description of Equipment
1	Three compartment sink
1	Mop sink
1	Ice machine
1	Handwashing sink
2	Stainless Steel prep tables
1	Hood vent system

Equipment Inventory

Middle Ground Concession:

Qty	Description of Equipment
1	Ice machine
1	3 compartment sink
1	Handwashing sink
1	Mop sink
1	Hood vent system

Exhibit C

Concession Agreement

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement"), made as of this ____ day of _____, 2018 ("Effective Date"), by and between the CITY OF PANAMA CITY BEACH, a municipal corporation in Bay County, Florida, as City, and [_____], whose address is [_____], as Contractor;

WITNESSETH

That in consideration of the covenants herein written and from the original bid document specifications and the rent agreed to be paid, city does let and Concession Agreement unto the Contractor the building, fixtures, and equipment for two concession stands located at the Frank Brown Park ("Park"), which premises include: North Complex and Middle Grounds, together with a designated concessions cart area in the South Complex and the Soccer Complex (collectively the "Stands") as they are more particularly described in Exhibit "A" attached hereto, as well as nonexclusive right of ingress and egress through the Park to the Stands, subject to the provisions hereof, which are:

1. The initial term of this Agreement is ten months, and shall commence on February 1, 2019. Thereafter, the City shall have the option to renew this Concession Agreement upon the same terms and conditions for one consecutive term of one (1) year commencing February 1, 2020. Upon any failure to so renew, this Concession Agreement shall terminate.
2. Either party in its sole discretion and without cause may terminate this agreement on the first day of any calendar month by delivering written notice of termination to the other party not less than thirty (30) days prior to the date of termination. If the Contractor fails to timely and properly fulfill any obligation under this agreement, the City may terminate this agreement by giving written notice to the Contractor of such termination and the effective date thereof.
3. Beginning on the Effective Date and throughout the term of this Agreement, Contractor shall pay to the City an annual rent amount of \$ _____, (the "annual rent") payable in eight

installments. a.) 2.5% of the Annual Rent shall be due on or before March 1, 2019 b.) 2.5% of the Annual Rent shall be due on or before April 1, 2019 c.) 5% of the Annual Rent shall be due on or before May 1, 2019 d.) 10% of the Annual Rent shall be due on or before June 1, 2019 e.) 20% of the Annual Rent shall be due on or before July 1, 2019 f.) 25% of the Annual Rent shall be due on or before August 1, 2019 g.) 25% of the Annual Rent shall be due on or before September 1, 2019 h.) 10% of the Annual Rent shall be due on or before October 1, 2019. A late fee of \$25 per day will be assessed beginning on the 10th of the month in which payment is due.

4. Contractor agrees to operate the Stands as concession stands from February 1 through November 30 (the "Season"). Contractor shall operate the Stands according to the schedule of events and games provided by the City. Contractor shall operate the Stands at least thirty (30) minutes prior to and ten (10) minutes after all scheduled athletic play. Contractor shall not close any Stand without the prior authorization from City in its sole discretion, which authorization shall not be unreasonably withheld. If Contractor desires to open less than all 4 concessions for certain games or days, a written request for such limited operation must be submitted to the Director of Parks and Recreation at least 72 hours prior to the scheduled event, who shall approve or deny the request within 24 hours of receipt of the request.
5. Contractor shall offer for sale food and drink, and other items normally associated with a concession stand convenient to the public using the Park; provided, however, that drinks offered for sale in the Stands shall be limited to the City's Exclusive Sponsor, that will be bid at a later date (Coca Cola/ Pepsi). Fountain drinks are allowed in both concessions stands. Contractor shall provide to the City a menu of concession items to be offered at each Stand, and City reserves the right in its sole discretion to reasonably require Contractor to discontinue the sale or rental of any item in the opinion of City constituting a nuisance or hazard at the Park or which conflicts with a sponsor of or any event at the Park. City's rights contained herein and in this Agreement shall not be construed as an obligation or duty of any nature, including a duty to monitor or supervise Contractor's business. Contractor shall not display, distribute or advertise anything which has not been approved by the City.
6. The cart(s) permitted in the South Complex and Soccer Complex shall be limited to the provision of hot dogs, drinks and snow-cones/shaved ice. The cart(s) must be no larger than 60" long and 49" tall, portable

and walked into the brick area under the umbrella adjacent to the large pole in the South Complex. Contractor is prohibited from using a motor vehicle in this area.

7. Contractor shall not sell alcoholic beverages. Exceptions may be made for Special Tournament Events for which the sale and consumption of alcoholic beverages has been approved by the City, provided the Contractor is properly licensed by the State for such distribution and approved by the Tournament Director for such.
8. City retains responsibility of maintenance of the structure and the exterior of the concession buildings in the North Complex and Middle Grounds. City shall not be responsible for damage to any contents owned by Contractor, including inventory, on account of any failure to properly maintain the structure or building unless City fails to act reasonably after written notification by Contractor of needed maintenance.
9. All maintenance of the buildings' interiors in a clean and orderly manner shall be the responsibility of the Contractor. Contractor covenants to maintain the premises in an orderly condition at all times and to assume responsibility for daily trash or garbage disposal. Contractor shall at all times keep the areas and spaces adjacent to and surrounding the Stands clean and free of paper, trash and refuse of any kind generated from the operation of the Stands. Use of Deep Fryers and Cooking oils is prohibited. Recycling and employment of additional disposal services which reduce refuse volume are encouraged where practicable.
10. Maintenance of heating and air conditioning, plumbing, wiring and other systems or machinery owned and installed by City shall be its responsibility. Contractor must have written approval from the City prior to the installation of any equipment that requires additional electrical or plumbing, which shall only be installed at Contractor's expense. Contractor may install trade fixtures upon the approval of City's Building Inspector, in his sole discretion, as to type and manner of installation. Upon termination of this Agreement by lapse of time or otherwise, Contractor at its expense shall immediately remove any installed trade fixtures and restore the Stands to the same condition as immediately before installation.
11. Four keys to the Stands will be checked out to Contractor, and shall be returned to the City upon termination of this Agreement. Contractor will be charged \$250 for each replacement key.

12. City shall be responsible for maintenance of the equipment listed on the inventory attached and incorporated as Exhibit B, until such time as such equipment is deemed obsolete or beyond repair. Contractor shall be responsible for the acquisition, maintenance and replacement of all other equipment necessary to perform the work under this Agreement. The condition and use of the City's equipment listed on the inventory attached and incorporated as Exhibit "B" shall be inspected and verified annually each September at the end of each fiscal year.
13. City reserves the right to enter the Stands at any time for the purpose of inspection of equipment, insect control, fire prevention inspection, or similar purposes.
14. Liability insurance policy acceptable to the City, with single limits of One Million Dollars (\$1,000,000) and an aggregate limit of Three Million Dollars (\$3,000,000), covering the Stands, Contractor, and Contractor's business, shall be maintained by Contractor at all times. The policy shall name the City as an additional insured and include Auto Liability. Contractor shall be responsible for maintaining Worker's Compensation as required by the State of Florida, which policy need not name the City as an additional insured. Contractor shall be responsible for obtaining any other insurance as it may desire upon its operations, property and inventory.
15. Contractor agrees to indemnify and hold City harmless from any claim or demand by any third party arising out of Contractor's occupancy or use of the Stands. Contractor shall at all times relieve, indemnify, protect and save harmless the City, its officers, agents and employees from all claims and liability, including expenses incurred in defending against the same, that may arise from (a) the operation, maintenance, use or occupation of the Stands by Contractor; (b) the acts, omissions or negligence of Contractor, its agents, officers, employees or permittees; or (c) the failure of Contractor to observe or abide by any of the terms or conditions of this agreement or any applicable law, ordinance, rule or regulation. The obligation of Contractor to so relieve, indemnify protect and hold harmless the City, its officers, agents and employees shall continue during any periods of occupancy or holding over by Contractor, its agents, officers, employees or permittees beyond the expiration or termination of this agreement.

16. Contractor covenants to neither permit nor commit waste, and covenants to comply with all applicable Federal, State, County, and City laws, rules, and regulations, including payment of all applicable taxes, respecting the use, operation and maintenance of the Stands, and shall pay for any and all licenses required in connection with the use, operation and maintenance of the Stands. Any license required by the Florida Department of Business and Professional Regulation for food service shall be prominently displayed in each Stand.
17. In the event of damage by storm, fire or other casualty making the premises unfit for occupancy, City shall be under no obligation to rebuild and this Agreement shall be terminated with each party relieved of responsibility to the other. If City notifies Contractor within ten (10) days of intention to rebuild, the rent shall abate during the period of restoration, which City covenants to accomplish with reasonable dispatch should it chose to rebuild.
18. Upon termination of this Agreement by lapse of time or otherwise, Contractor covenants to surrender possession of the Stands in as good a condition as received, reasonable wear and tear expected. Contractor will be charged a \$500 cleaning fee if the Stands are not returned in good condition. If the renewal option is agreed upon, the contractor will still vacate the North and Middle Grounds Concessions to allow for maintenance from December 1st through January 31st.
19. Contractor understands and agrees that vehicles shall not be permitted to drive through the gates into the North Complex and Middle Grounds in the period one hour before the first scheduled game and one hour after the last game. Notwithstanding the forgoing, Contractor shall be permitted to drive a golf cart into the North Complex and Middle Grounds to service and bring product to the Stands. No one shall operate a golf cart without a valid driver's license.
20. This Agreement is not assignable, and Contractor shall not transfer or sublet any right granted to Contractor under this Agreement.
21. In consideration of the rent aforesaid to be paid and the covenants contained herein, whenever Contractor is not in breach of any covenant contained herein, Contractor is hereby granted the exclusive right to provide concession stand food, drink, and other items usually associated with a concession stand. No other commercial activity or solicitation shall be conducted on the premises.

22. If any rent required by this Agreement shall not be paid within five (5) days after the same shall become due, or should Contractor fail twice within any thirty six (36) hour period to timely open and fully operate a concession stand as required by the Agreement, or should Contractor fail to observe or perform any obligation herein mentioned within five (5) days after the receipt of written notice thereof, the tenancy and all exclusive rights created by this Agreement shall, at the option of the City, terminate, and City shall have right to immediately resume possession of the Stands for its own account, and retain or recover immediately from the Contractor rent through the end of the current month (if not already paid). The City shall also recover all expenses incurred by reason of the breach and retaking of possession, including reasonable attorney's fees.
23. All notices required or permitted hereunder shall be in writing and, together with rent payable, shall be to the City at the Parks and Recreation Department, 16200 Panama City Beach Parkway, Panama City Beach, Florida 32413, and to Contractor at the address first above stated, or to such address as to which notice shall have been given as herein provided.
24. Contractor and its employees shall at all times treat the public honestly and fairly. All sales shall be recorded by cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. At no time shall the Contractor or its employees argue or use profanity while dealing with or in the presence of the public.
25. Contractor and its employees should maintain a clean appearance and wear a uniform shirt provided by Contractor and identifying them as Contractor's employees.
26. Contractor shall permit no person to discharge, in whole or in part, any of the Contractor's obligations hereunder within the geographic boundaries of Frank Brown Park, (i) who shall have been convicted or pled guilty or *nolo contendere*, regardless of whether adjudication was withheld, of a crime against children (a "Disqualifying Crime"), or (ii) who shall have failed to consent in writing to a criminal history background check for a Disqualifying Crime; or (iii) who is a full-time employee of the City. From time to time at City's request, Contractor shall furnish a list of the names and addresses of all persons discharging any of its obligations hereunder within the geographic boundaries of Frank Brown Park, together with

evidence that Contractor has conducted a criminal background check to ensure each such person is eligible under this section to discharge Contractor's obligations within Frank Brown Park.

27. Nothing in this Agreement shall be construed so as to create the relationship of principal and agent, a partnership, joint venture, or any association whatsoever between the City and the Contractor, other than the relationship of the landlord to its tenant.
28. No modification or waiver of this Concession Agreement shall be binding unless executed in writing by both parties. No waiver or delay in the enforcement of any right or power in this Concession Agreement, and no course of dealing between the parties, shall constitute or be deemed a waiver of any other right or power contained in this Concession Agreement or a subsequent waiver of the same right or power.
29. This Concession Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CONSENT
AGENDA ITEM # 10

THE CITY:

CITY OF PANAMA CITY BEACH

By: _____

Mario Gisbert, City Manager

Attest: _____

Jo Smith, City Clerk

Signed, sealed and delivered

In the presence of:

CONTRACTOR:

By: _____

CONSENT ITEM

11



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kathy Younce

2. MEETING DATE:

12/13/2018

3. REQUESTED MOTION/ACTION:

Approve the road closure of N. Richard Jackson Boulevard at the entrance of Breakfast Point Subdivision.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

CWR Contracting, Inc. is proposing construction work on behalf of the St. Joe Company on N. Richard Jackson Boulevard at the entrance of Breakfast Point Subdivision. This construction is necessary to install two 29" x 45" RCP culverts to alleviate flooding that over-tops R. Jackson Boulevard during heavy rainfall events. Construction will start December 17, 2018 and is anticipated to take four days to get the pipe across the road and base in place. At that time traffic could resume on the roadway with partial closings for curb and asphalt work until final completion. Work hours will be Monday – Friday from 7:00 am to 5:00 pm (special exception for those first 4 days crossing the road in which case they may work until 10pm). Total construction should take two weeks for completion depending on existing utility conflicts. All traffic will be detoured to Breakfast Point Boulevard (AKA North Glades Trail) for ingress/egress to the subdivision. They will use two message boards for this project. One will be on N. R. Jackson Boulevard and the other one will be on Back Beach Road at the intersection of North Glades Trail (see attached map). The MOT plan will be conducted in accordance with the attached maps.

A representative from St. Joe Company will be present at the meeting to answer any questions.

CONSENT

AGENDA ITEM # 11

RESOLUTION 19-35

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA
AUTHORIZING TEMPORARY CLOSURES OF PORTIONS OF N
RICHARD JACKSON BOULEVARD ON DECEMBER 17, 2018
THROUGH DECEMBER 20, 2018, FOR CONSTRUCTION RELATED
TO ALLEVIATE FLOODING IN THE AREA

WHEREAS, construction on North Richard Jackson Boulevard, at the entrance of the Breakfast Point Subdivision is necessary to alleviate flooding in the area during heavy rain events, and;

WHEREAS, the project contemplates the installation of two 29' by 45' culverts, which work is of a magnitude to necessitate the closing of a portion of North Richard Jackson for several days; and

WHEREAS, the contractor proposes to undertake this work on December 17, 2018 at 7:00 a.m. through December 20, 2018 at 5:00 p.m. on N. Richard Jackson Boulevard at the entrance of the Breakfast Point Subdivision; and

WHEREAS, the construction therefore necessitates the closure and careful traffic control of portions of N. Richard Jackson Boulevard at the entrance of the Breakfast Point Subdivision within the corporate limits of Panama City Beach between the hours of 7:00 a.m. and 5:00 p.m.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that portions of N. Richard Jackson Boulevard be temporarily closed at the entrance of the Breakfast Point Subdivision on December 17, 2018 at 7:00 a.m. through December 20, 2018 at 5:00 p.m. between the hours of 7:00 and 5:00 p.m. and that all traffic shall be rerouted or otherwise controlled in accordance with the attached map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this ____ day of ____, 2018.

CITY OF PANAMA CITY BEACH

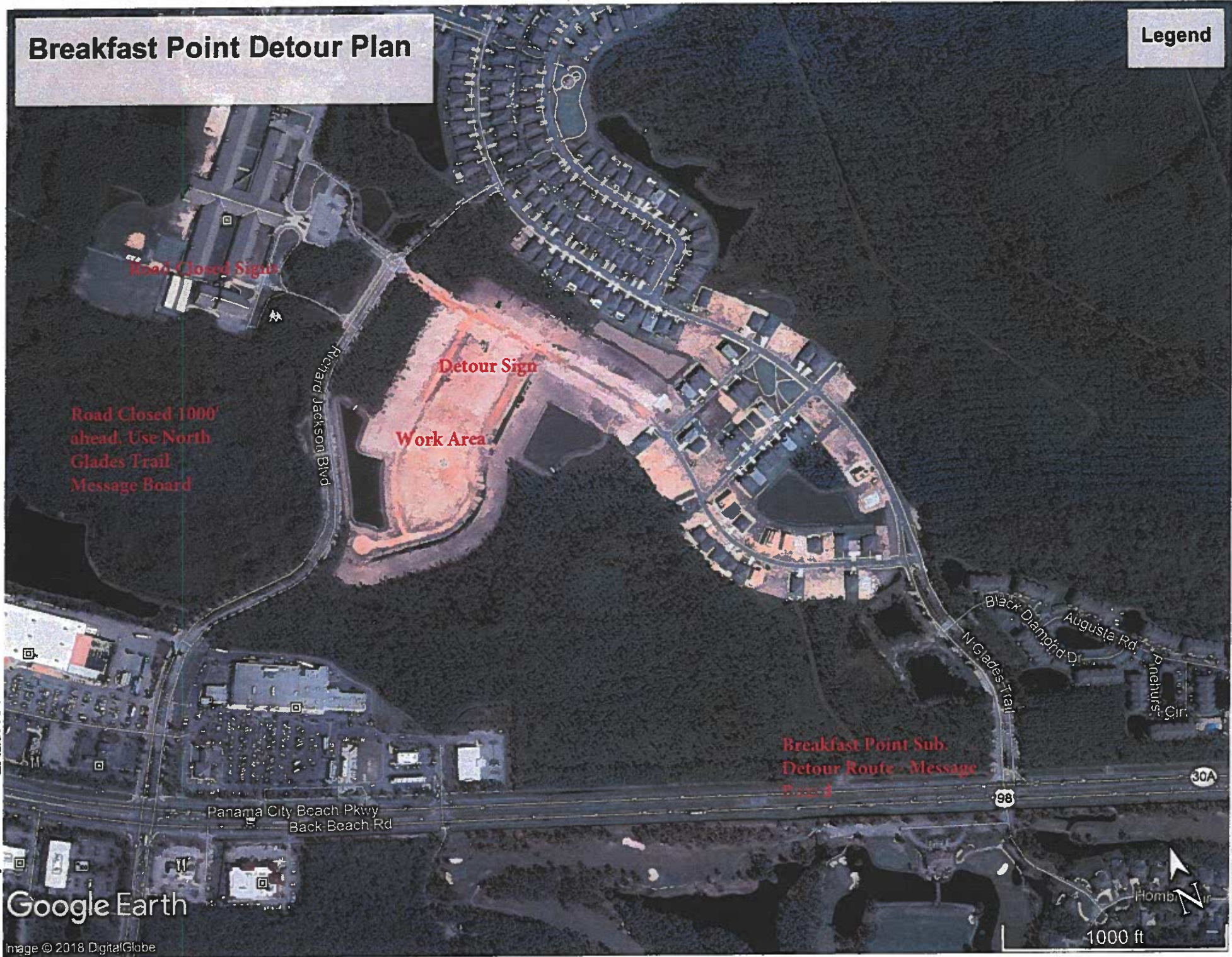
By: _____
Mayor Mike Thomas

ATTEST:

Jo Smith, City Clerk

Breakfast Point Detour Plan

Legend



Road Closed Sign

Detour Sign

Work Area

Road Closed 1000'
ahead. Use North
Glades Trail
Message Board

Richard Jackson Blvd

Panama City Beach Pkwy
Back Beach Rd

Breakfast Point Sub.
Detour Route - Message
Board

N Glades Trail
Black Diamond Dr
Augusta Rd
Pinehurst Cir

30A

98

Homb

1000 ft

Google Earth

Image © 2018 DigitalGlobe

CONSENT
AGENDA ITEM # 11

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

COUNCIL

2. MEETING DATE:

DECEMBER 13, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1465 REQUIRING RESIDENTIAL GARBAGE COLLECTION

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

THE COUNCIL HAS DETERMINED THAT THE COLLECTION OF GARBAGE, TRASH, REFUSE AND WASTE MATERIALS IS NECESSARY TO REDUCE UNSIGHTLY LITTER AND ILLEGAL DUMPING. CITY CODE 12-4(6) ALREADY PROHIBITS COLLECTION OF GARBAGE EXCEPT BY CITY OR PERSONS CONTRACTED BY CITY. THE PROPOSED ORDINANCE AFFIRMATIVELY REQUIRES THAT GARBAGE GENERATED AT RESIDENTIAL DWELLINGS BE COLLECTED BY CITY OR PERSONS CONTRACTED BY THE CITY. AS A RESULT, FOLKS LIVING IN RESIDENTIAL DWELLINGS WILL BE IN VIOLATION IF THEY CAN'T PRODUCE EVIDENCE OF A CONTRACT WITH HAULER, AS THE CITY PRESENTLY ONLY PICKS UP YARD DEBRIS. THE PENALTY IS STRUCTURED SO THAT THE THIRD VIOLATION, CUMULATIVELY, ROUGHLY EQUALS A YEAR'S WORTH OF GARBAGE SERVICE, IN ORDER TO MAKE COMPLIANCE COST EFFECTIVE RATHER THAN PENAL.

THE CITY APPROVED FIRST READING OF THE ORDINANCE ON NOVEMBER 8, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON NOVEMBER 26, 2018. IF ADOPTED, THE ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

HOWEVER, TO ALLOW AFFECTED RESIDENTS TO ACQUIRE COLLECTION SERVICES, STAFF RECOMMENDS A REVISION TO SECTION 4 WHICH PREVENTS ISSUANCE OF A CIVIL PENALTY FOR ANY VIOLATION OF THIS ORDINANCE PRIOR TO FEBRUARY 1, 2019.

AGENDA ITEM # 1

ORDINANCE NO. 1465

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO GARBAGE AND TRASH; REQUIRING THE COLLECTION AND REMOVAL OF GARBAGE, TRASH AND WASTE MATERIALS FROM RESIDENTIAL DWELLINGS BY THE CITY OR PERSONS CONTRACTED BY THE CITY; PROVIDING PENALTIES FOR VIOLATIONS; AUTHORIZING THE CITY TO APPROVE RATES FOR THE COLLECTION OF GARBAGE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the collection of garbage, trash, refuse and waste materials is necessary for the preservation of the health, safety and welfare of the City of Panama City Beach and surrounding areas; and

WHEREAS, the City has home rule power provided by state law to mandate from and within the boundaries of the City the collection of all garbage, trash, refuse and waste materials and the payment of a reasonable fee therefore by all persons to whom such service is available; and

WHEREAS, the City by its home rule power is authorized, but not obligated, to make itself the sole provider of garbage collection and removal within the boundaries of the City, and in fact has undertaken to collect and remove yard debris within the City; and

WHEREAS, the City may delegate the performance of garbage collection within the City to private firms by contract let by advertised, competitive bids; and

WHEREAS, the City finds that requiring the collection of garbage, trash, refuse and waste materials from residential dwellings, by the City or persons contracted by the City, will reduce unsightly litter and illegal dumping and is in the best interests of the visitors and residents of the City.

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

SECTION 1. From and after the effective date of this ordinance, Article II Chapter 8 of the Code of Ordinances of the City of Panama City Beach, related to collection of Garbage and Trash is created to read as follows:

ARTICLE II. GARBAGE COLLECTION.

Section 12-8. Residential collection service required.

- (a) Each residential dwelling in the City shall provide for the collection and removal of garbage, trash and waste materials generated at and by that residential dwelling, by persons employed by the City or by persons working under contract with the City.
- (b) Violation of subsection (a) shall constitute a civil offense punishable by civil penalty pursuant to Chapter 25 of the City's Code of Ordinances in the amounts specified below:
 - First violation: \$50.00
 - Second violation: \$100.00
 - Third and all subsequent violations: \$200.00. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.
- (c) The civil penalties established in this section shall always be cumulative and in addition to any other civil or criminal penalties available for a violation of this section of the Panama City Beach Code of Ordinances, including the general penalty and terms set forth in Section 1-12, and also cumulative and in addition to any requirements, proscriptions and civil or criminal penalties under state law.

Section 12-9. Approval of rates.

The City Council shall be authorized to approve rates related to the collection, removal or hauling of garbage, refuse, trash and waste materials by resolution.

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

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is

adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage. However, the officers and agents of the City shall not issue any civil penalty for a violation of the provisions of this Ordinance prior to February 1, 2019.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

Page 3 of 3
Ordinance 1465

AGENDA ITEM # _____

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PLANNING/LEGAL

2. MEETING DATE:

DECEMBER 13, 2018

3. REQUESTED MOTION/ACTION:

HOLD SECOND PUBLIC HEARING, CONSIDER SECOND READING OF ORDINANCE REPEALING HEIGHT INCENTIVES, AND MAKING CERTAIN ARCHITECTURAL AMENITIES MANDATORY.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

FOLLOWING THE COUNCIL'S CONSIDERATION OF FIVE REQUESTS FOR HEIGHT INCREASES BASED ON INCENTIVES ON SEPTEMBER 27, 2018, THE COUNCIL REQUESTED STAFF PREPARE AN ORDINANCE REPEALING THE CITY'S HEIGHT INCENTIVE SCHEDULE. BASED ON COMMENTS MADE DURING THE SEPTEMBER 27, 2018 HEARINGS, AND FROM INDIVIDUAL MEETINGS WITH EACH COUNCIL MEMBER, STAFF HAS PREPARED THE ATTACHED ORDINANCE WHICH, IN ADDITION TO REPEALING HEIGHT INCENTIVES, ALSO MAKES MANDATORY FOR APPLICABLE DEVELOPMENTS IN THE FBO DISTRICTS THE LIGHTING, ENTRYWAY, SKYLINE AND BUILDING BASE ARCHITECTURAL AMENITIES PREVIOUSLY AVAILABLE AS OPPORTUNITIES IN THE HEIGHT INCENTIVE SCHEDULE.

THE PRIMARY EFFECT OF THE ORDINANCE'S AMENDMENTS WILL BE TO ESTABLISH AND CONFIRM 150' AS THE CITY'S MAXIMUM BUILDING HEIGHT. THE SECONDARY EFFECT WILL BE TO VISUALLY ENHANCE THE LARGER BUILDINGS DEVELOPED IN THE FRONT BEACH OVERLAY DISTRICTS.

THE PLANNING BOARD CONSIDERED AND RECOMMENDED APPROVAL OF THIS ORDINANCE AT ITS OCTOBER 8, 2018 MEETING. THE OCTOBER 11 CITY COUNCIL MEETING WAS UNABLE TO CONVENE FOR LACK OF A QUORUM. THE ITEM WAS PROPERLY READVERTISED AND THE COUNCIL APPROVED THE ORDINANCE AT THE FIRST READING/PUBLIC HEARING HELD ON NOVEMBER 8, 2018. A PUBLIC HEARING WAS ADVERTISED FOR SECOND READING AND ADOPTION. STAFF RECOMMENDS APPROVAL.

ORDINANCE NO. 1475

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; REPEALING THE AVAILABILITY OF HEIGHT INCENTIVES; REQUIRING THE PROVISION OF LIGHTING, ENTRYWAY, SKYLINE AND BASE ARCHITECTURAL AMENITIES; AMENDING TABLES ESTABLISHING MAXIMUM HEIGHTS TO REMOVE REFERENCES TO HEIGHTS THAT MAY BE ACHIEVED THROUGH INCENTIVES; AMENDING SECTIONS WITH REFERENCES TO HEIGHT INCENTIVES; PROVIDING THAT MAXIMUM HEIGHT IN THE FRONT BEACH OVERLAY DISTRICT CANNOT BE MODIFIED; REPEALING ORDINANCE 1470 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, in 2012, the City adopted a Land Development Code, which set maximum heights in all zoning categories, and also provided the opportunity for additional height to be pursued through a table of height incentives; and

WHEREAS, the Council finds and determines that the public benefit arising from the height incentive options no longer outweighs the benefits of strict compliance with the City's height design guidelines; and

WHEREAS, the Council finds and determines that the repeal of height incentives is in the best interest of the public health, safety, and welfare; and

WHEREAS, the Council finds that the architectural amenities contemplated in the City's height incentive schedule do in fact benefit the community by creating visually pleasing and interesting buildings and that such features should be made mandatory for development in the City's Front Beach Overlay District.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.02.02E and Table 4.02.02B of the Land Development Code of the City of Panama City Beach related to Height Incentives are hereby repealed.

SECTION 2. From and after the effective date of this ordinance, Section 4.02.02E of the Land Development Code of the City of Panama City Beach related to Building Height, Setback and Coverage Requirements, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

4.02.02 Dimensional Standards for Zoning Districts

...

D. Building Height, Setback and Coverage Requirements

1. **Building** location is determined by the **Setback** standards from the property line on the front, sides and rear of the property. Table 4.02.02.A sets forth the **Setback** requirements, along with the maximum **Building Height** for each zoning district. These provisions are modified for FBO districts pursuant to Section 7.02.03.

2. Every part of the required **Setback area** shall be open from its lowest point to the sky, unobstructed except for the customary projection of sills, belts, courses, **Cornices**, ornamental features, and **Eaves** that do not extend more than three (3) feet into the setback area; approved **Accessory Buildings**; and fencing. Open or enclosed fire escapes, outside stairways, balconies, chimneys, flues, generators or other projections shall not extend into any required **Setback area**, except that uncovered steps may project not more than three (3) feet into any required **Setback area**. Air conditioner/heat pumps shall be located the lesser of the **Setback** for the principal **Building** or five (5) feet from the property line. Underground improvements are not subject to **Setback** requirements.

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3. **Building Height** shall be measured from the highest crown (highest point in the vehicular area of the right of way) of an abutting street to the highest point of the ceiling in the highest habitable **Story**.
4. **Roof** pitches greater than 12:12 (twelve feet of rise for twelve horizontal feet), height are prohibited.
5. Nothing shall extend above the ridgeline except chimneys, cupolas, steeples, parapets, antennas, mechanical equipment and elevator equipment. Within the AR zoning district, height limitations shall not apply to silos.
6. Within commercial districts, there shall be no projection of sills, belts, courses ornamental features or **Eaves** over any public right-of-way.

Table 4.02.02.A: Building Height and Setback Standards

Zoning District	Maximum Building Height (in feet) ^{6/} Without/ With Incentives	Minimum Setbacks from Property Lines (in feet)					
		Front	Side		Side Adjacent to Street	Rear	
AR	35	25	50 ¹		50 ¹	50	
R-1a	35	30	12		25	30	
R-1b	35	25	7.5		20	25	
R-1c	35	20	5		15	20	
R-1cT	35	20	5		15	20	
R-O	35	20	0 ^{1,2}		10 ¹	20	
RTH	35	25	7.5		15	20	
R-2	35	25	5 ¹		15	25	
			General	Adjacent Residential Districts Above ⁵		General	Adjacent Residential Districts Above ⁵
R-3	55	25	5 ¹	15	15 ⁴	25 ³	15
CL	35	25	5 ¹	15	15	10	15
CM	55	25	5 ¹	15	15 ⁴	10 ³	15
CH	65/85	25	5 ¹	15	15 ⁴	10 ³	15
M-1	55/85	25	5 ¹	15	5 ¹	5 ³	15
C	10	25	5 ¹	15	15	10	15
R	55/85	25	5 ¹	15	15 ⁴	10 ³	15
PF	55/85	25	5 ¹	15	15 ⁴	10 ³	15

¹ The **Side Yard Setbacks** shown apply to one-story **Buildings**. For each story above the first story, the **Side Yard Setback** shall increase 2.5 feet.

² A zero **Side Yard Setback** is allowed, but shall apply to only one **Side Yard**. The second **Side Yard** shall have a **Setback** of eight (8) feet.

³ The minimum **Rear Yard Setback** shall increase four (4) feet for each **Story** above the third story. In the M-1 district the **Rear Yard Setback** shall increase six and one-half (6.5) feet for every **Story** above the first **Story**.

⁴ The minimum **Side Street Setback** shown applies to 1-3 story **Buildings**. For each **Story** above the third **Story**, the **Side Street Setback** shall increase 2.5 feet.

⁵ The minimum **Setback** for a **Side** or **Rear Yard**, adjacent to an R-2 district or above (R-2 through AR), shall be as shown in the table. For each **Story** above the first, such **Side** and **Rear Yard Setback** shall increase

by one (1) foot for every foot of height beginning at fifteen (15) feet from the side or rear property line as applicable.

6 Maximum height may be affected by **Setback** or overlay district requirements. ~~Where two (2) numbers are listed the higher number is the maximum height that may be achieved through the use of height incentives.~~

7. Within the **Residential** subdivisions listed below that are located outside an FBO district, no permit shall be issued for a three (3) Story dwelling or a dwelling exceeding twenty (20) feet in **Building Height** until at least thirty (30) percent of the lots in the subdivision have been developed with two (2) story dwellings. This provision does not apply to the portions of the following subdivisions located within an FBO district:

Miramar Beach Area - All R-1C zoned areas in the following subdivisions:

- Miramar Heights Subdivision
- Wells Gulf Beach Estates
- Miramar Beach 1st Addition

Palmetto Trace - All phases.

Summerwood - All phases.

Summerbreeze Subdivision - All phases

Gulf Highlands, Unit 2 - All R-1B zoned areas.

Open Sands - All R-1C zoned areas including the Pura Vida unrecorded subdivision.

Gulf Highlands Subdivision - All R-1B or R-1C zoned areas.

El Centro Beach Area - All R-1C zoned areas in the following subdivisions:

- El Centro Beach
- Diamond Head Section of Lakeside By The Gulf
- Crown Point Section of Lakeside By The Gulf

Colony Club Area - All property zoned as R-1A in the following subdivisions:

- Greens West
- Bay West Estates Unit 1
- Colony Club Subdivision Phase 1
- Trieste Phase 2
- North Colony Club Estates Phase 1
- Trieste
- Colony Club Harbour Phases 1, 2, and 3
- All unrecorded lots in the Colony Club area.

The Glades Area - All property zoned as R-1B or R-O in the following subdivisions:

- The Glades and The Glades Phase II
- Tierra Verde and Tierra Verde Phase II
- Glades unrecorded addition

Bid-A-Wee Beach Area - All property zoned as R-1C or R-O in the following subdivisions:

- Seclusion Beach
- North Bid-A-Wee 1st Addition
- North Bid-A-Wee Beach
- Reflections
- Bid-A-Wee Beach 1st Addition
- Bahama Beach and Bahama Beach 1st Addition
- Daugeette Addition to Bahama Beach
- Fernwood Park
- Gardenia Beach
- Hearn's Addition to Bahama Beach
- Hutchison's 1st Addition and 2nd Addition
- Leary's 2nd Addition

(Ord. #1340, 4/9/15)

SECTION 3. From and after the effective date of this ordinance, Section

7.02.03H of the Land Development Code of the City of Panama City Beach related to Building Heights and Podium Standards in FBO Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

7.02.03 H. Building Height and Podium Standards

1. 1. Table 7.02.03.H establishes the minimum and maximum **Heights** for **Buildings** in each of the FBO districts in terms of feet.
2. ~~In each of the districts, additional height may be achieved through incentives established in Section 4.02.02E.~~
3. **2.** Table 7.02.03.I establishes standards for upper **Stories** that are built on top of the **Building** podium or base **Stories**, which are defined in terms of maximum feet (**Stories**). Illustrations following the exhibit are conceptual only and are not intended to mandate the position of upper **Stories** on the podium, provided, however that in the FBO-3 and FBO-4 districts, the side **Setbacks** shall be increased by at least fifteen (15) feet above the lesser height of one hundred twenty (120) feet or ten (10) **Stories**. ~~The City Manager is authorized to modify the **Setback** and podium standards for **Buildings** receiving height incentives to provide architectural flexibility while achieving the purposes of the FBO-3 and FBO-4 districts and retaining the net impact of reducing the average floor area of all **Stories** above the required podium by twenty-five (25) percent of the ground floor area.~~
4. **3.** In a FBO-2 or FBO-3 district, **Buildings** thirty-five (35) feet tall or taller shall be set back from an FBO-1 or **Single Family Residential** district at least one hundred (100) feet. Starting at a distance of one hundred (100) feet from the applicable district boundary, **Building Height** may be increased to forty-five (45) feet. Beyond two hundred (200) feet, **Building Height** may be increased from forty-five (45) feet by one (1) foot for every one (1) foot increase in **Setback**. See Figure 7.02.03.A.
5. **4.** In the FBO-1 district, **Buildings** may extend an additional ten (10) feet beyond the total height allowed in this section provided that the portion of the **Building** exceeding the total height includes a tower room only. Tower rooms are restricted to a maximum of one hundred (100) square feet in area, excluding stairwells.
6. **5.** In the FBO-1 district, the width of the building above the second **Story** shall be not be greater than seventy-five (75) percent of the width of the **Ground Story**. Width of

each Story shall be measured at the widest part of the applicable **Story** parallel to the shoreline of the Gulf of Mexico. The provisions of this paragraph and Table 7.02.03.I shall not apply to lots that are narrower than fifty-five (55) feet, as measured perpendicular to the lot's primary frontage road.

Table 7.02.03.H: Minimum and Maximum Building Heights (in feet)

	FBO-1	FBO-2	FBO-3	FBO-4
Minimum	12	14	14	14
Maximum without Incentives	35	45	75	150
Maximum with Incentives	45	65	110	220

Notes:

- 1: *Height* shall be measured in accordance with section 4.02.02.
- 2: The maximum height may be limited in the FBO-2 or FBO-3 district by the provisions of section 7.02.03H.4.

SECTION 4. From and after the effective date of this ordinance, Section 7.02.03N of the Land Development Code of the City of Panama City Beach related to Building Design Standards in FBO Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

7.02.03 N. Building Design Standards

1. *Building Materials.*

- (a) In the FBO-1 and FBO-2 districts, no more than two (2) materials shall be visible on any exterior façade, not including windows, doors, foundation walls, columns, chimneys, soffits and trim. If two wall materials are used, heavier-weighted materials shall be located below lighter-weighted materials, as defined in 7.02.03.L and separated by a horizontal joint. Vertical changes in material shall not occur within two (2) feet of an exterior corner. When possible, vertical changes in materials shall

occur at interior corners (see Figure 7.02.03.R). Allowed materials include wood, stone, brick, stucco, architectural block (split faced), and cementitious materials.

[Table 7.02.03.L omitted]

- (b) **Building** exteriors in the FBO-3 and FBO-4 districts shall be clad in masonry materials only. Masonry materials include stone, brick or stucco. Cementitious materials that mimic wood lap siding are not an approved masonry material for any building that is more than three (3) stories in **Height**. No more than two materials shall be visible on any exterior façade, not including windows, doors, foundation walls, soffit, columns and trim. If two wall materials are used, heavier-weighted materials shall be located below lighter-weighted materials, as defined in Table 7.02.03.L and separated by a horizontal joint. Changes in material along a horizontal plane shall not occur within two (2) feet of an exterior corner. When possible, these horizontal changes in materials shall occur at interior corners. (see Figure 7.02.03.R)

[Figure 7.02.03.R omitted]

2. Front Porches and Stoops. (See Figure 7.02.03.S and 7.02.03.T)
- (a) Porches and stoops shall be raised a minimum of thirty (30) inches above the grade of the sidewalk.
- (b) Front porches shall be a minimum of eight (8) feet deep. Porch beams shall be visible. Porch column width shall match the width of the porch beams. To the greatest practical extent, columns and piers should be evenly spaced.
- (c) Handicapped ramps used in conjunction with a front porch or stoop shall be constructed of masonry, concrete, pressure treated lumber or composite lumber, and shall not be located on a **Street**-facing side of the porch.

[Figure 7.02.03.S omitted]

3. Stoops and covered stoops shall be constructed of stone, brick, concrete, pressure treated materials and composite materials, and shall be a minimum of three (3) feet deep and a minimum of five (5) feet wide. A covered stoop greater than eight (8) feet wide shall be considered a porch.

4. Covered stoops shall have a visible means of support for the **Roof** consisting of beams and columns, piers or brackets. Columns and piers shall have the same width and spacing requirements as columns and piers for porches. Stoops and covered stoops shall be accessed by stairs.

[Figure 7.02.03.T omitted]

5. **Balconies.** Balconies facing adjacent to and facing the sandy shore of the beach shall extend no further than three (3) feet beyond the **Building** wall without the use of brackets, hangers, piers or columns. Balconies extending from three (3) to five (5) feet from the **Building** wall shall incorporate the use of brackets, hangers, columns or piers as a visible means of support. A balcony extending beyond five (5) feet from the **Building** wall shall use walls, columns or piers as a visible means of support. (see 7.02.03.U)

[Figure 7.02.03.U omitted]

6. **Mechanical Unit Location.** Mechanical equipment shall not be located at the front of a **Building**. Mechanical equipment shall be located in areas that are screened from the public streetscape or public **Access** ways by the sides and rears of **Buildings** or within mechanical areas inside the **Buildings**. **Roof-top** mechanical equipment shall be screened by a wall that is equal to the height of the equipment being screened.

7. **Utilities.** On-site utilities shall be screened or incorporated into building insets to the greatest practical extent.

8. **Modulation.** In the FBO-3 and FBO-4 districts, recesses and projections shall be used to create shadow lines to break up the massing of all **Buildings** taller than four (4) **Stories** that have more than seventy-five (75) feet of **Frontage** along Front Beach Road and South Thomas Drive for all **Stories** above the fourth **Story**. The minimum depth of modulation shall be two (2) feet. The minimum horizontal width shall be five (5) feet and the maximum horizontal width per module shall be fifty (50) feet. (see Figure 7.02.03.V)

[Figure 7.02.03.V omitted]

9. **Recognizable Top.** In the FBO-3 and FBO-4 districts, a recognizable "top" is required consisting of (but not limited to) (a) Cornice treatments, (b) roof overhangs with brackets, (c) stepped parapets, (d) richly textured materials (e.g. tile or masonry treatments), (e) differently colored materials; colored "stripes" are not acceptable as

the only treatment, or (f) other non-habitable space that is under a pitched roof and above the top floor ceiling shall not be counted towards building height.

10. Recognizable Base. [In the FBO-3 and FBO-4 districts,] a recognizable "base" is required at ground level consisting of (but not limited to): (a) protruding walls; (b) richly textured materials (e.g., tile or masonry treatments); (c) special materials such as ceramic tile, granite and marble; (d) contrasting colored materials mullions, and/or panels.
11. Entryways. Enhanced landscaping, landscape planters or wing walls, structural or vegetative shading features and benches or other seating components shall be incorporated into entryways.
12. Lighting. Architectural lighting highlighting building columns, Cornices or other distinguishing architectural features shall be required along the front façade of buildings. Designs shall not interfere with turtle nesting season protections.

SECTION 5. From and after the effective date of this ordinance, Table 7.02.03N, in Section 7.02.03Q, of the Land Development Code of the City of Panama City Beach related to Building Design Standards in FBO Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Q. FBO District Development Procedures

1. Approvals Required. (see Table 7.02.03.M)
 - (a) Applications for *Development* approval within the FBO districts are processed in accordance with Chapter 10 of the *LDC*, except as modified by this subsection.
 - (b) A Large Site Development (see section 7.02.03P) requires approval of a Master Plan that follows the Type V (Master Plan) review procedures established in Chapter 10.
 - (c) A *Plat* cannot be approved by the City Council until the Master Plan has been approved by the Planning Board through the Type V approval process. All *Plats* shall be consistent with the Master Plan.

(d) All other **Development** requires Type 1 approval.

Table 7.02.03.M: Summary of Approval Requirements

Development Category	I Type Process	II Type Process	V Type Process	VI Type Process
Large Site Development or Conditional Use, no Subdivision	✓		✓	
Large Site Development or Conditional Use, with Subdivision	✓	✓	✓	
All other Uses or Development	✓			
Variance requests				✓

2. Concept Plan. This section does not require detailed engineering or **Site Plan** drawings as a prerequisite to approval required by the Planning Board. An applicant may provide a concept plan showing the general types and locations of proposed **Development** and **Street** layouts (such as a bubble plan) before submitting a formal Type I, II or V application. The **Building** and Planning Department and the Engineering Department may submit informal comments on the Concept Plan. However, any comments relating to the Concept Plan are for the applicant’s convenience and do not have any binding effect on subsequent approvals.
3. Master Plan. Master Plan approval is subject to section 10.10.00 of the **LDC**, except as provided below:
 - (a) The provisions of section 10.10.01E and section 10.10.02C.2 do not apply to the approval of a Master Plan in the FBO Districts and alternative procedures and standards are provided below.
 - (b) A property owner has the burden of proof to demonstrate that the Master Plan complies with the FBO district standards.
 - (c) In lieu of section 10.10.02C.2, the applicant shall demonstrate:
 - (1) For a Large Site **Development**, that the proposed **Development** conforms to the standards established in section 7.02.03 in addition to all applicable requirements of this subsection; or

(2) For a **Conditional Use** other than a Large Site **Development**, that the proposed **Development** conforms to all applicable requirements of this subsection and the conditions established in section 5.06.00.

4. **Changes to Master Plans.** Changes to master plans may be authorized subject to the provisions of section 10.15.00.

5. **Final Development Plan.** After final approval of a Master Plan, the applicant shall submit a final development plan for Type I Review (see section 10.06.00). An approved final development plan is required before issuance of a **Building Permit**.

(Ord. #1254, 11/14/13)

6. **Modification of FBO Standards**

(a) **Intent.** The **City** desires to maintain the design integrity and functionality of the FBO district, while providing flexibility and the ability to provide quality **Development** on the relatively small **Lots** that characterize the Front Beach Road corridor.

(b) **Categories of Standards.** Table 7.02.03.N establishes three (3) categories of standards:

(1) **Not Modifiable.** Those regulations that cannot be modified or varied are considered essential to the concept of reducing the number and length of automobile trips and to achieve the purposes of the FBO districts.

(2) **Administrative Modifications.** Those regulations that can be modified by: (1) the **Building** and Planning Department if only a Type I approval is required or (2) by the agency with final approval authority if a Class II or Class V approval is required. The approving agency can modify any standard listed as subject to an administrative modification in Table 7.02.03.N by up to 10%, subject to the standards set out below. Any modification that exceeds this threshold requires a **Variance**. In order for an application for an administrative modification to be approved or approved with conditions, the approving agency must make a positive finding, based on the evidence submitted, for each of the following:

i. The modification is needed due to the physical shape, configuration or topographical condition of the **Lot** and

ii. The modification is compatible with adjacent and nearby **Development** that conforms to the FBO district standards and

iii. The modification will not alter the essential character of the district or have a detrimental effect on the community health, safety or welfare.

20181004

- (3) Those that can only be varied by the Planning Board through a Type VI process (see section 10.11.00).
- i. The applicant must demonstrate that the requested **Variance** meets the standards established in section 9.03.03 and must proffer an alternative condition that meets the purpose and intent of the FBO standards to the extent possible.
 - ii. If a standard is listed in Table 7.02.03.N, below as not modifiable or subject to an administrative modification, the standard is not subject to a **Variance**.
 - iii. For Large Site Developments subject to Section 7.02.03P modifications authorized through ministerial or variance procedures by Table 7.02.03.N shall be considered and may be granted in conjunction with the Type V consideration of a Master Plan in accordance with sections 10.02.05G and 10.04.06.

(Ord. # 1443, 2/8/18)

Table 7.02.03.N: Standards

Standard	Reference (subsection of 7.02.03)	Not Modifiable	Ministerial Modification	Variance
Front Yards	G		✓	
Minimum Parking Requirements	I		✓	
Shared Parking	I	✓		
Parking Location	I			✓
Parking Lot Landscaping	I		✓	
Parking Lot Design	I		✓	
Parking Mitigation	I	✓		
Parking Structure Location	K	✓		
Parking Structure Building Fronts	K	✓		
Parking Structure Building Materials	K	✓		
Parking Structures - Other Design Requirements	K			✓
Location of Frontage Types	F			✓
Front Setbacks (minimum)	F			✓
Front Setbacks (maximum)	F			✓
Side Setbacks (minimum)	F		✓	
Side Setbacks (maximum)	F			✓
Rear Setbacks (minimum)	F		✓	
Rear Setbacks (maximum)	F		✓	
Gallery Setback (maximum)	F		✓	
Build-to ratio (80% Building Facade shall be located at the front setback line for first 4 Stories)	F		✓	
Tower Rooms	F		✓	
Height in feet (maximum) and Building Stepbacks	H	✓		✓
Podium Design	H		✓	
Driveways / Garages	J			✓
Building Materials	N			✓
Modulation	N		✓	
Mechanical Unit Locations / Design	N		✓	
Porches / Balconies	N			✓
Drop-offs	L		✓	

SECTION 6. Ordinance 1470 establishing a temporary moratorium on the acceptance of applications for height incentives is hereby repealed. All other ordinances or parts of ordinances in conflict herewith are also repealed to the extent of such conflict.

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

SECTION 7. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

20181004

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMIN/LEGAL

2. MEETING DATE:

DECEMBER 13, 2018

3. REQUESTED MOTION/ACTION:

HOLD A PUBLIC HEARING AND CONSIDER SECOND READING OF ORDINANCE 1477 REGARDING UTILITIES IN SCENIC CORRIDORS

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Above-ground utilities, such as utility poles, which the Code includes in its definition of Facilities, interfere with the scenic views of the Gulf of Mexico and the City's sandy beaches and are aesthetically harmful to the quality of life for citizens and the tourist experience for visitors, particularly in the CRA where the City has undertaken great effort and expense to underground utilities.

Currently the City has few utility poles or other above-ground utilities on either side of the corridors that have been improved as part of the Front Beach Road CRA. Limiting or prohibiting above ground utilities in improved areas of the Scenic Corridor, such as the CRA, as well as areas that will be improved in the futures is important to protect the aesthetic nature of the community.

Ordinance 1477 prohibits above ground utilities in any areas improved by the CRA and clarifies an existing exception to the City's undergrounding requirements in the Scenic Corridor. The current exception does not require underground utilities in the Scenic Corridor for certain high voltage lines and feeder lines. Ordinance 1477 clarifies that exception does not apply to areas of the Scenic Corridor improved, such as the CRA.

The Council approved the Ordinances at the first reading held on October 25, 2018. A public hearing was advertised for second reading and adoption. Staff recommends approval. If approved it will become effective immediately.

ORDINANCE NO. 1477

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY LAND DEVELOPMENT CODE RELATED TO UNDERGROUND UTILITIES IN SCENIC CORRIDORS; PROVIDING THAT NO UTILITIES SHALL BE PERMITTED ABOVE GROUND IN A PORTION OF CITY ROW FOLLOWING THE CITY'S AWARD OF A CONSTRUCTION CONTRACT THAT CONTEMPLATES THE UNDERGROUNDING OF UTILITIES IN THAT PROJECT ROW; CLARIFYING THE LDC EXEMPTIONS RELATED TO WORK IN ROWS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City, by and through its Front Beach Road Community Redevelopment Agency, has undertaken and continue to undertake great effort and expense to improve many of the City's Scenic Corridors, in whole or in part; and

WHEREAS, one of the major features of the City's right-of way improvements is the undergrounding of utilities in the right of way; and

WHEREAS, the City finds that the undergrounding of utilities creates an attractive, inviting and less cluttered corridor, and that the installation of above ground utilities subsequent to the City's improvement of a right of way or portion thereof wherein then existing utilities in the right of way were placed underground is inconsistent with the City's vision for these corridors; and

WHEREAS, the City finds and determines it is necessary and appropriate to amend its regulation to clarify that exemptions from the City's undergrounding regulations shall not apply in those segments of improved right of way where the City has undertaken to have utilities undergrounded.

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

SECTION 1. From and after the effective date of this ordinance, Section

Page 1 of 4
Ordinance 1477

AGENDA ITEM #

2

4.02.03 of the Land Development Code of the City of Panama City Beach related to Scenic Corridor Design Requirements, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

4.02.03 Scenic Corridor Design Requirements

Scenic Corridor design and performance standards are established throughout this *LDC* and the *City's Code of Ordinances* (CO), including but not limited to the following provisions:

...

E. Underground Utilities in Scenic Corridors

Every electrical, cable television, data, telephone or other telecommunication feed installed or replaced from a public right-of-way and in, along or across any *Scenic Corridor* to any structure, *Building* or *Accessory* thereto, shall be placed underground for the entire length of such feed. Pre-existing feeds associated with such *Building* or structure shall be immediately placed underground as part of such improvements; provided however, that in the event the underground placement of such pre-existing feeds is required solely due to renovations or improvements consisting exclusively of emergency repairs or replacement of existing improvements damaged by casualty loss, the property owner may delay the underground placement of such pre-existing feeds for a period of sixty (60) days. Notwithstanding the forgoing, each new construction site shall per permitted one temporary, overhead electrical and telephone drop for a period not to exceed one year. This section shall not apply to high voltage primary lines serving a transformer station maintained by an electrical utility or to trunk and feeder lines serving a cable television, data, telephone or other telecommunications distribution point maintained by a telecommunication utility, **unless and until the City awards a contract for the construction and improvement of a Scenic Corridor or portion thereof, which project contemplates the undergrounding of utilities located in the project right of way. Except as may be permitted elsewhere in this LDC or the City Code, no above ground utilities shall be permitted in those portions of the Scenic Corridors improved, or under contract or construction to be improved, by the City or other government agency.**

SECTION 2. From and after the effective date of this ordinance, Section

1.04.03 of the Land Development Code of the City of Panama City Beach related to Unified Development in Multiple Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

...

1.04.03 Exceptions

The following general conditions or circumstances are exempt from the provisions and requirements of the LDC:

...

- B. Work required for public facilities and services within the public right-of-way, as further described below:
1. Work required for the installation of facilities for the distribution or transmission of gas, water, sewer, electric power or telecommunications services (except ***Telecommunications Towers or Small Wireless Facilities***).
 2. Work required for the purpose of inspecting, repairing or replacing any existing water or sewer lines, mains or pipes.
 3. Work required for the purpose of inspecting, repairing or replacing cables, power lines, utility poles, utility tunnels or the like (except ***Telecommunications Towers or Small Wireless Facilities***).

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the
City Council of the City of Panama City Beach, Florida, this ____ day of
_____, 20__.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of
_____, 20__.

MAYOR

Published in the _____ on the ____ day of _____, 201__.

Posted on pcbgov.com on the ____ day of _____, 201__.

Notice provided to the Secretary of State on the 10th day of October, 2018.

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMIN/LEGAL

2. MEETING DATE:
DECEMBER 13, 2018

3. REQUESTED MOTION/ACTION:
HOLD A PUBLIC HEARING AND CONSIDER SECOND READING OF ORDINANCE 1478
PROHIBITING UTILITIES ON THE SOUTH SIDE OF SCENIC CORRIDORS.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The sandy beaches and the Gulf of Mexico are among the City's most valuable assets. Residents and tourists value scenic views of the Gulf of Mexico, including views from locations across the street from the Gulf of Mexico or views while traveling within Rights-of-way. Currently the City has few utility poles or other above-ground utilities on the south side of its Gulf-front Scenic Corridors, or on either side of the corridors that have been improved as part of the Front Beach Road CRA. Limiting or prohibiting obstructions to these scenic views highlights the City's assets and improves the view for residents and tourists alike.

Ordinanc 1478 prohibits the permitting or installation of any utility pole or any other facilities on the right of way south of the center line of Front Beach Road, South Thomas Drive, or the portion of Thomas Drive east of South Thomas Drive.

As a result of Ordinance 1478 it is anticipated that utility providers will still have adequate space for equipment on the north sides of these Gulf-front Scenic Corridors, or, under the related Ordinance 1477, underneath CRA Rights-of-way where the City has provided for the undergrounding of all utilities, where placement of above-ground Facilities is less detrimental to views of the Gulf of Mexico and the aesthetics of the City.

The Council approved the Ordinance at the first reading held on October 25, 2018. A public hearing was advertised for second reading and adoption. Staff recommends approval. If approved it will become effective immediately.

ORDINANCE NO. 1478

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 19 OF THE CITY'S CODE OF ORDINANCES RELATING TO RIGHT-OF-WAY USE; PROHIBITING NEW UTILITY POLES AND FACILITIES EXCEEDING THREE FEET IN RIGHT-OF-WAY SOUTH OF THE CENTERLINES OF FRONT BEACH ROAD, SOUTH THOMAS DRIVE, AND THE PORTION OF THOMAS DRIVE EAST OF SOUTH THOMAS DRIVE; EXEMPTING CITY OWNED LIGHT POLES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach (the "City") regulates the use of Rights-of-way through its City Code and requires any person who will place or maintain a Facility in a Right-of-way to obtain a permit from the City; and

WHEREAS, Florida Statute 337.401 provides that the City retains the authority to regulate and manage Rights-of-way in exercising its police power, but all rules which govern providers of communications services must be reasonable and nondiscriminatory; and

WHEREAS, this ordinance applies equally not only to all communications service providers, but to all persons who request to install Facilities in a Right-of-way; and

WHEREAS, the sandy beaches and the Gulf of Mexico are among the City's most valuable assets; and

WHEREAS, residents and tourists value scenic views of the Gulf of Mexico, including views from locations across the street from the Gulf of Mexico or views while traveling within Rights-of-way; and

WHEREAS, above-ground utilities, such as utility poles, which the Code includes in its definition of Facilities, interfere with these views and are aesthetically harmful the quality of life for citizens and the tourist experience for visitors; and

WHEREAS, currently the City has few utility poles or other above-ground

AGENDA ITEM # 4

utilities on the south side of its Gulf-front Scenic Corridors; and

WHEREAS, it is in the best interest of the City to minimize above-ground utilities in these locations, prohibit additional above-ground utilities in these areas, and gradually phase out the existing above-ground utilities in these areas; and

WHEREAS, utility providers have adequate space for equipment on the north sides of these Gulf-front Scenic Corridors, where placement of above-ground Facilities is less detrimental to views of the Gulf of Mexico and the aesthetics of the City; and

WHEREAS, this ordinance is not intended to authorize the use of the north side of any Right-of-way for above-ground utilities if above-ground utilities are otherwise prohibited now or in the future for that entire area of Right-of-way.

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

SECTION 1. From and after the effective date of this ordinance Chapter 12 of the Code of Ordinances of the City of Panama City Beach, related to Right of way use and permitting is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 19-154. - Permittee obligations.

- A. Telecommunications Towers, Small Wireless Poles, Collocations, and other wireless communications Facilities are governed additionally by the more specific requirements of the Panama City Beach Land Development Code.
- B. No new Facility that is over fifteen (15) feet in height from grade may be constructed within seventy-five (75) feet of any other Facility that is over fifteen (15) feet in height from grade, unless granted a variance due to unique circumstances. This restriction shall not prohibit the City from installing new Facilities for public safety and welfare reasons, including light poles.
- C. No person shall be granted a permit or otherwise be allowed to install any utility pole or any other Facility if such Facility would be three (3) or more feet above grade within a Right-of-way south of the centerline of Front Beach Road, South Thomas Drive, or the portion of Thomas Drive east of South Thomas Drive. This prohibition shall not apply to light poles owned by the City. Any existing utility poles or Facilities that would not be permissible**

AGENDA ITEM # 4

under this rule shall not be permitted to be replaced, but may be maintained used and repaired, provided repairs do not exceed 50% of the value of the utility pole or Facility.

- GD.** Permittee shall place or maintain all Facilities in the Right-of-way so as not to unreasonably interfere with the drainage of all lands lying within the City, the travel and use of the right-of-way by the public and with the rights and convenience of property owners who adjoin any portion of the right-of-way, and in a manner consistent with accepted industry practice and applicable law.
- DE.** Permittee shall not place or maintain its Facilities in the Right-of-way so as to interfere with, displace, damage or destroy any Facilities lawfully occupying the Right-of-way, including but not limited to sewers, gas or water mains, storm drains, pipes, cables or conduits of the City or any other Person.
- EF.** All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of Facilities in a Right-of-way.
- FG.** When requested by City, the Permittee shall, at Permittee's expense, make changes to the components or location of Facilities to conform to the reasonably necessary requirements of localized areas.
- GH.** Permittee shall coordinate its placement and maintenance activities with other utilities and the City when such activities require disturbance of the Right-of-way, and shall notify the City not less than twenty-four nor more than seventy two hours in advance of any pavement cut. Unless otherwise authorized or directed by the City, Permittee shall use directional bores for any work to Facilities which require the crossing of a Right-of-way, or for the installation of Facilities parallel to a fully developed and landscaped urban curb and gutter Right-of-way.
- HI.** Where excavation of a Right-of-way is required, a Permittee shall comply with the Underground Facility Damage Prevention and Safety Act set forth in Chapter 556, Florida Statutes (2006), as it may be amended.
- IJ.** Permittee shall use and exercise due caution, care and skill in performing permitted work in a Right-of-way and shall take all reasonable steps to safeguard work site areas.
- JK.** A Permittee shall, upon thirty days written notice by any person holding a City Right-of-way Permit, temporarily raise or lower its Facilities to allow the work authorized by the Permit, at the requesting Permittee's expense.
- KL.** After the completion of any placement or maintenance of a Facility in a Right-of-way or each phase thereof, a Permittee shall, at its expense, restore to its original condition the Right-of-way and any other public or private property damaged or destroyed in whole or in part by Permittee, its agents, servants or employees in exercising the privileges granted by the Permit. If the Permittee fails to make such restoration within thirty days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement and maintenance, the City may perform the restoration and charge the costs of restoration against the Permittee in accordance with Section 337.401, Florida Statutes, (2006), as it may be amended. A Permittee shall guarantee its restoration

work and shall correct any restoration work that does not satisfy the City's requirements at its own expense for twelve months following written acceptance of the permitted work by the City Engineer.

- LM.** Permittee shall warrant that all work performed in connection with the placement or maintenance of a Facility in a Right-of-way will be of good quality and in conformance with the Plans and Specifications submitted with the application and approved by the City.
- MN.** Upon completion of the placement or maintenance of a Facility in a Right-of-way, Permittee shall promptly file three copies of complete and accurate "as-built" plans identifying and locating those portions of the Facilities placed in the Right-of-way.
- NO.** Permittee shall at all times comply with and abide by all applicable provisions of state and federal law, and City ordinances, codes and regulations in placing or maintaining a Facility in a Right-of-way, for so long as Permittee places or maintains a Facility in a Right-of-way.

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

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

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

_____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

Notice provided to the Secretary of State on the 10th day of October, 2018, which is at least 10 days prior to consideration on first reading.

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PLANNING

2. MEETING DATE:

December 13, 2018

3. REQUESTED MOTION/ACTION:

HOLD A PUBLIC HEARING AND APPROVE SECOND READING OF ORDINANCE 1479 REGARDING CRITERIA FOR TRADITIONAL NEIGHBORHOOD OVERLAY DISTRICTS

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City's Land Development Code currently permits Traditional Neighborhood Overlay Districts on 5 acres of commercially zoned land. Staff is asking the Council to consider permitting the districts on 3 acre tracts if such land is zoned residential, as it seems reasonable to permit this residential development in those zoning categories. The general intent of the TNOD is to provide a flexible, alternative district, within the defined zoning categories, to encourage imaginative and innovative housing types and design for the unified development of tracts of land, within overall density and use guidelines established by the LDC and Comprehensive Plan.

The Council approved first reading on November 08, 2018. If approved, the Ordinance will be adopted effective immediately.

ORDINANCE NO. 1479

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; AMENDING THE REQUIREMENTS FOR TRADITIONAL OVERLAY DISTRICTS TO PERMIT THEM ON PARCELS OF 3 ACRES OR MORE IN RESIDENTIAL DISTRICTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 7.02.02 of the Land Development Code of the City of Panama City Beach related to Traditional Neighborhood Overlay Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

7.02.02 Traditional Neighborhood Overlay District

- A. District Intent:** The general intent of the Traditional Neighborhood Overlay District (*TNOD*) is to provide a flexible, alternative district, within the **Residential and CH** zoning districts, to encourage imaginative and innovative housing types and design for the unified ***Development*** of tracts of land, within overall density and ***Use*** guidelines established herein and in the Comprehensive Plan. This overlay district is characterized by a mixture of functionally integrated housing types and non- ***Residential Uses*** as specified in this section.
- B. Mixture of Housing Types and Uses Permitted:** A Traditional Neighborhood Overlay District shall be comprised of at least **three (3) acres if located in a Residential zoning category, and five (5) acres if located in a CH zone.** Properties in this district are required to be developed with at least three (3) distinct types of housing units, each of which shall comprise of at least ten (10) percent of the total land area dedicated to ***Platted Lots***. Examples of

distinct types or styles of housing units include **Single Family** cottages and bungalows, rowhouses, apartment **Buildings**, multi-**Story Single Family Townhomes**, **Multi-family Dwellings** and **Single Family Dwellings**. Acreage dedicated to **Streets**, stormwater, parks, etc... shall not be utilized in the calculation of the ten (10) percent **Lot** minimum. Permitted **Uses** shall be limited to that of the underlying **CH** zoning district.

All of the housing types do not have to be developed at the same time, nor is one housing type a prerequisite to another housing type. For the purpose of this section, "properties" refers to the overall parent **Parcel** of land that is assigned the Traditional Neighborhood Overlay district and not individual **Lots** within the parent **Parcel** of land. Whenever property designated for a Traditional Neighborhood shall not be subject to an approved Master Plan as hereinafter provided or upon invalidation of such a Master Plan, the property shall be subject to all land **Development** regulations applicable to the underlying **CH** zoning district generally, as amended from time to time.

For the purpose of this section, the Planning Board may recommend to the City Council for approval and inclusion in section 1.02.01D, regulations uniformly applicable to **Manufactured Homes** requiring such foundations, building materials, **Roof** slopes and skirting as will ensure structural and aesthetic compatibility with site built homes.

In CH zoning districts, Non-residential Uses shall be permitted, but not encouraged, in a Traditional Neighborhood Overlay District provided that the applicant can demonstrate that such **Uses** are not only compatible with **Residential Use** but also affirmatively encourage **Residential Use**, such as live-in shops or offices.

C. Density/Intensity

1. **Residential Land Use** shall not exceed a gross density of the underlying CH zoning district.
2. The following intensity standards shall also apply:
 - (a) **Impervious coverage ratio**: Maximum of seventy (70) percent of **Lot** area.
 - (b) **Floor Area Ratio** (non-residential **Use** only): Maximum permitted by the underlying **CH** zoning district regulation.
 - (c) **Building Height**: Maximum permitted by the underlying **CH** zoning district regulation.
 - (d) **Open Space**: Minimum of thirty (30) percent of **Lot** area.

- (e) Nothing in this section shall be utilized as a basis to exceed the maximum densities or intensities mandated by the **City's Comprehensive Plan**.

D. Development Standards and Procedures for Approval: Upon approval by the Planning Board as provided in this subsection and approval of a **Plat** by the City Council in accordance with **LDC**, the Traditional Neighborhood Overlay District is intended to permit variation in **Lot** size, shape, width, depth, roadway standards and **Building Setbacks** as will not be inconsistent with the Comprehensive Plan and the density/intensity standards specified in this subsection and as will ensure compatibility with adjoining **Development** and adjoining **Land Uses**. Innovative **Development** standards and principles are encouraged. The following **Lot** and **Building** standards shall apply:

- (a) Minimum **Lot Area**: 1,250 square feet
- (b) Minimum **Lot Width at Front Setback**: 25 feet
- (c) Minimum **Front Yard**: 5 feet for roads internal to the **Development**. A minimum **Setback** of 25 feet is required adjacent to public roads that abut properties external to the **Development**.
- (d) Minimum **Side Yard**:
 - Interior (to the **Development**) 0 feet

 - Exterior (adjacent to **Parcels** exterior to the **Development**):
 - One **Story**: 5 feet
 - Two **Stories**: 7 ½ feet
 - Three **Stories**: 10 feet
 - Four **Stories and Over**: 10 feet Plus 4 inches per each foot of **Building Height** over 40 feet
- (e) Minimum **Side Yard, Street**:
 - 5 feet for roads internal to the **Development**
 - 15 feet adjacent to public roads that abut properties external to the **Development**.
- (f) Minimum **Rear Yard**:
 - Interior (to the **Development**): 0 feet
 - Exterior (adjacent to **Parcels** exterior to the **Development**): 10 feet plus 4 inches per each foot of **Building Height** over 40 feet

E. Master Plan: A Master Plan shall be submitted by all owners of the property to be subjected to the Master Plan (collectively the "applicant") to the **Building** and Planning Department for

review by the Planning Board. The Master Plan shall include, but not be limited to, all of the following:

1. A statement of objectives describing the general purpose and character of the proposed **Development** including type of structures, **Uses**, **Lot** sizes and **Setback**.
2. A vicinity map showing the location of the proposed **Development**.
3. A boundary survey and legal description of the property.
4. Detailed perimeter buffering and landscaping plan.
5. Locations and sizes of **Land Uses** including a plan graphically depicting location, height, density, intensity and massing of all **Buildings**. The plan shall additionally depict the location of all parking areas, **Access** points, points of connectivity to surrounding neighborhoods and similar areas that will be utilized for any purpose other than landscaping.
6. Location, type and density of housing types.
7. Detail of proposed roadway standards.
8. Type of zoning districts and existing **Uses** abutting the proposed Traditional Neighborhood Overlay district boundaries.
9. A detailed, written list and complete explanation of how the proposed Traditional Neighborhood is consistent with the requirements of this section.
10. The timeline for **Development** of the Traditional Neighborhood, including **Development** phases if applicable and setting forth benchmarks for monitoring the progress of construction of each phase, which benchmarks shall include, wherever applicable, land clearing, soil stabilization, construction of each landscaping element of horizontal infrastructure (roads, utilities, drainage, et cetera) and vertical infrastructure and improvements. The Final Development Plan shall be submitted within one (1) year of Master Plan approval. The timeline must show that construction of the horizontal improvements will be commenced and substantially completed within one (1) year and two (2) years, respectively, after approval of the Final Development Plan; provided that in the event the Traditional Neighborhood is divided into phases, the timeline must show that construction of Phase I horizontal improvements will be commenced and substantially completed within one (1) year and two (2) years, respectively, after approval of the Final

Development Plan and that the horizontal infrastructure for all remaining phases will be substantially completed within four (4) years after approval of the first Final Development Plan. In addition, the timeline must provide that ninety (90) percent of the land area of the Traditional Neighborhood, excluding horizontal infrastructure, will be built-out to its intended, final *Use* within ten (10) years.

11. Other applicable information as required on the Application for Master Plan Approval.
- F. Master Plan is Conceptual:** This section shall not be construed so as to require detailed engineering or *Site Plan* drawings as a prerequisite to approval by the Planning Board. An applicant may provide a concept plan showing the general types and locations of proposed *Development, Open Space*, conservation areas, etc. (bubble plan); however, detailed drawings and information consistent with the approved Master Plan will be required prior to issuance of a *Local Development Order* for any phase(s) of *Development*. In the event that the Master Plan contains no provision for a particular matter that is regulated in the underlying CH district, then the *Local Development Order* shall be consistent with both the approved Master Plan and all regulations applicable within the underlying CH district generally.
 - G. Master Plan Approval Not by Right:** A property owner has no legal right for approval of a Master Plan. Rather, the *City* shall approve a Master Plan only when it has determined that the applicant has demonstrated, to the satisfaction of the *City*, that the Master Plan provides a sufficient *Development* plan that provides a mixture of housing types, is compatible with adjacent properties, is consistent with this section, applicable local, state and federal regulations and is consistent with the comprehensive plan.
 - H. Conditions of Approval:** In order to approve a Master Plan or any revision thereto, the Planning Board shall first determine, in a public hearing after notice, that the following conditions (among others it deems appropriate) are met by the applicant:
 1. That the *Development* is planned as one complex *Land Use* rather than as an aggregation of individual and unrelated *Buildings* and *Uses*.
 2. That the applicant has met the intent of this section by allocating sufficient acreage for *Development* of at least three housing types as listed in section 1.02.01B.
 - I. Progress Report to Planning Board:** Upon Master Plan approval, the applicant shall submit a Progress Report to the Planning Board no later than the dates as stated in the Master Plan. The Progress Report shall give a summary of the *Development* of the Traditional

Neighborhood to date including number of **Dwelling Units**, protection of natural resources, unanticipated events that have taken place and other benchmarks that measure progress in completing the approved Master Plan.

J. Revisions to an Approved TNOD Master Plan: Revisions to an approved **TNOD** Master Plan shall be made in accordance with section **Error! Reference source not found.** of this **LDC**.

K. Final Development Plan: Either concurrently or within one (1) year following zoning and Master Plan approval, all the owners of all or a portion of the property to the Master Plan shall submit one or more Final Development Plans covering all or part of the approved Master Plan. In the event that all the owners of the property subject to the Master Plan are not required to submit a Final Development Plan for a portion of the approved Master Plan, the remaining owners must at least consent in writing to that Final Development Plan. The Final Development Plan shall be reviewed by the **Building** and Planning Department for consistency with the approved Master Plan. A **Local Development Order** may be issued if the Department finds the Final Development Plan consistent with the Master Plan.

1. The Final Development Plan shall include all of the following:
 - (a) Boundary survey and legal description of the property.
 - (b) A vicinity map showing the location of the proposed **Development**.
 - (c) The location of all proposed **Building** sites including height of structures and **Setbacks** indicating the distance from property lines, proposed and existing **Streets**, other **Buildings** and other man-made or natural features which would be affected by **Building Encroachment**.
 - (d) A table showing the acreage for each **Land Use** category, housing types and the average **Residential** density.
 - (e) **Lot** sizes.
 - (f) Common **Open Spaces** that are **Useable** and operated by the developer or dedicated to a homeowner association or similar group. Common **Open Space** may contain such **Recreational** structures and improvements as are desirable and appropriate for the common benefit and enjoyment of residents of the Traditional Neighborhood.
 - (g) All **Streets**, thoroughfares, **Access** ways and pedestrian interconnections shall be designed to effectively relate to the major thoroughfares and maintain the capacity

of existing and future roadways. Consistency with this requirement shall be determined by the Engineering Department.

- (h) **Development** adjacent to existing **Residential** areas or areas zoned for **Residential Use** shall be designed to reduce intrusive impact upon the existing **Residential Uses**.
 - (i) **Development** shall be clustered away from environmentally sensitive features onto less environmentally sensitive features. Gross densities shall be calculated on the overall site.
 - (j) A utility service plan including sanitary sewer, storm drainage and potable water.
 - (k) A statement indicating the type of legal instruments that will be created to provide for management of common areas.
 - (l) If the project is to be phased, boundaries of each phase shall be indicated.
2. Construction and **Development** of the Traditional Neighborhood shall be completed in strict compliance with the timeline set forth in the Master Plan. The Planning Board may, upon good cause shown at a regular or special meeting, extend the period for beginning and completing construction of any benchmark, provided that the aggregate of all such extensions shall not exceed a period of one (1) year. Further extensions of time to complete a benchmark shall require an amendment to the Master Plan to amend the time line.
3. Unified Ownership: A **property** must be under single ownership or under unified control at the time the Traditional Neighborhood Overlay district is assigned, the Master Plan is approved and the **Local Development Order** is approved.
4. Interpretations: Any interpretation by the **City** staff in the review of the Final **Development** Plan may be appealed to the Planning Board.
- (Ord. No. 925, §1, 2-24-05) (Ord. #1254, 11/14/13)

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

20181005

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

5

20181005

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Building and Planning Department

2. MEETING DATE:
12/13/2018

3. REQUESTED MOTION/ACTION:

The St. Joe Company has requested a large-scale plan amendment (over 10 acres) to change the Future Land Use Map for 14.97 acres located at the end of Griffin Boulevard (map and information attached) from Agriculture to Industrial.(Ord 1480) The request is accompanied by a rezoning request from Agriculture to M-1 (Light Industrial). (Ord 1481)

4. AGENDA

PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input checked="" type="checkbox"/>
CONSENT	<input type="checkbox"/>
REGULAR	<input checked="" type="checkbox"/>

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

St. Joe wishes to create additional industrial land near the commerce park. The Planning Board considered the requests at their October 8, 2018 meeting and recommended approval (6-0). Staff recommends approval of the requests.

ORDINANCE NO 1480

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF THE ST. JOE COMPANY TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM AGRICULTURE TO INDUSTRIAL; DESIGNATING FOR INDUSTRIAL LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 14.97 ACRES; SAID PARCEL LOCATED ON THE EAST SIDE OF GRIFFIN BOULEVARD NORTH OF THE INTERSECTION OF GRIFFIN BOULEVARD AND BEACH PARK TRAIL, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCEL FOR INDUSTRIAL LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, The St. Joe Company (the "Applicant") submitted an application requesting an amendment to the Comprehensive Plan; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on October 8, 2018, and recommended approval of the request; and

WHEREAS, on December 13, 2018, the City Council conducted a properly noticed transmittal hearing as required by Section 163.3184, Florida Statutes, and on _____, transmitted the proposed designations of the Florida Department of Economic Opportunity; and

WHEREAS, on _____, as required by Section 163.3184, Florida Statutes, the City Council conducted a properly noticed adoption hearing and adopted this Ordinance in the course of that hearing; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designation for the subject parcel has been met.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Panama City Beach, Florida, is designated for Industrial land use under the Comprehensive Plan, to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A"
and the City's Future Land Use Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 201__.

Mike Thomas, Mayor

Ordinance No. 1480
Page 2 of 3 Pages

AGENDA ITEM # 6

ATTEST:

Jo Smith, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____,
201____.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the ____ day of _____,
201____, and the _____ day of _____, 201____.

POSTED on pcbgov.com on the _____ day of _____, 2018.

Jo Smith, City Clerk

6

FOR: ST. JOE COMPANY

DESCRIPTION: COMMENCE AT STATION 554-405 LAGUNA BEACH - LONG BEACH 44 KV. TRANSMISSION LINE, ACCORDING TO GULF POWER COMPANY PROPERTY MAP AX-1541; THENCE SOUTH 01 DEGREE 57 MINUTES 06 SECONDS WEST ALONG THE CENTERLINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY DESCRIBED IN DEED BOOK 153, PAGE 567, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR 57.71 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST FOR 57.62 FEET TO THE WEST LINE OF SAID GULF POWER COMPANY RIGHT OF WAY; THENCE CONTINUE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF A 40 FOOT WIDE NON-EXCLUSIVE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2811, PAGE 1564 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR 783.38 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE FOR 900.00 FEET TO THE EAST LINE OF A 110' WIDE ACCESS EASEMENT (GRIFFIN BOULEVARD); THENCE NORTH 27 DEGREES 51 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE FOR 726.00 FEET; THENCE SOUTH 58 DEGREES 14 MINUTES 27 SECONDS EAST FOR 900.00 FEET; THENCE SOUTH 27 DEGREES 51 MINUTES 04 SECONDS WEST FOR 726.00 FEET TO THE NORTH LINE OF SAID 40' WIDE NON-EXCLUSIVE EASEMENT AND THE POINT OF BEGINNING.

EXHIBIT A

AGENDA ITEM #

6

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department

2. MEETING DATE:

12/13/2018

3. REQUESTED MOTION/ACTION:

The St. Joe Company has requested a large-scale plan amendment (over 10 acres) to change the Future Land Use Map for 14.97 acres located at the end of Griffin Boulevard (map and information attached) from Agriculture to Industrial. (Ord 1480) The request is accompanied by a rezoning request from Agriculture to M-1 (Light Industrial). (Ord 1481)

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

St. Joe wishes to create additional industrial land near the commerce park. The Planning Board considered the requests at their October 8, 2018 meeting and recommended approval (6-0). Staff recommends approval of the requests.

ORDINANCE NO 1481

AN ORDINANCE REZONING FROM AGRICULTURAL (AG) TO LIGHT INDUSTRIAL (M-1) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 14.97 ACRES; LOCATED ON THE EAST SIDE OF GRIFFIN BOULEVARD NORTH OF THE INTERSECTION OF GRIFFIN BOULEVARD AND BEACH PARK TRAIL, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, The St. Joe Company, the owner of real property designated herein, has initiated this ordinance by filing a petition praying that said real property, being more particularly described below be rezoned from Agricultural (AG) to Light Industrial (M-1); and

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

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on October 8, 2018, and recommended approval of the request; and

WHEREAS, the City Council conducted public hearings on December 13, 2018 and _____, 2019; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on December 13, 2018, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from Agricultural (AG) to Light Industrial (M-1), to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A"
and the City's Zoning Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes approved herein shall take effect upon, and only upon, adoption by the City Council of Ordinance 1480 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 201__.

Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____,
201____.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the ____ day of _____,
201____, and the _____ day of _____, 201____.

POSTED on pcbgov.com on the _____ day of _____, 2018.

City Clerk

FOR: ST. JOE COMPANY

DESCRIPTION: COMMENCE AT STATION 554-405 LAGUNA BEACH - LONG BEACH 44 KV. TRANSMISSION LINE, ACCORDING TO GULF POWER COMPANY PROPERTY MAP AX-1541; THENCE SOUTH 01 DEGREE 57 MINUTES 06 SECONDS WEST ALONG THE CENTERLINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY DESCRIBED IN DEED BOOK 153, PAGE 567, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR 57.71 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST FOR 57.62 FEET TO THE WEST LINE OF SAID GULF POWER COMPANY RIGHT OF WAY; THENCE CONTINUE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF A 40 FOOT WIDE NON-EXCLUSIVE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2811, PAGE 1564 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR 783.38 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE FOR 900.00 FEET TO THE EAST LINE OF A 110' WIDE ACCESS EASEMENT (GRIFFIN BOULEVARD); THENCE NORTH 27 DEGREES 51 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE FOR 726.00 FEET; THENCE SOUTH 58 DEGREES 14 MINUTES 27 SECONDS EAST FOR 900.00 FEET; THENCE SOUTH 27 DEGREES 51 MINUTES 04 SECONDS WEST FOR 726.00 FEET TO THE NORTH LINE OF SAID 40' WIDE NON-EXCLUSIVE EASEMENT AND THE POINT OF BEGINNING.

EXHIBIT A

AGENDA ITEM #

17

REGULAR ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department

2. MEETING DATE:

12/13/2018

3. REQUESTED MOTION/ACTION:

The Council is requested to approve the recommended changes to the Comprehensive Plan to maintain consistency with State requirements.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The State of Florida requires local governments to review their comprehensive plan every 5 - 7 years based upon a state-approved schedule. During this cycle, coastal communities in the State are required to add language to their comprehensive plans to address sea level rise. Current data indicates our area could experience a sea level rise of approximately 9 inches over the next 100 years. As a result, specific new regulations are not necessary at this time. As such, the changes to the Comprehensive Plan are limited to updating the data and analysis and creation of a new Objective and Policy that requires the City to continue to monitor data and consider amendments when needed.

ORDINANCE NO. 1483

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" AMENDING THE COASTAL MANAGEMENT ELEMENT TO ADOPT NEW OBJECTIVE AND POLICY RELATED TO THE MONITORING AND MITIGATION OF SEA LEVEL RISE, UPDATING DATA ANALYSIS THROUGHOUT THE COASTAL MANAGEMENT ELEMENT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, the City is hereby initiating a text amendment to the Comprehensive Plan; and

WHEREAS, the Panama City Beach Planning Board reviewed the Amendment, conducted a public hearing on _____, 2018, and recommended approval of the request; and

WHEREAS, on December 13, 2018, the City Council conducted a properly noticed transmittal hearing as required by Section 163.3184, Florida Statutes, and on _____, transmitted the proposed Amendment to the Florida Department of Economic Opportunity; and

WHEREAS, on _____, as required by Section 163.3184, Florida Statutes, the City Council conducted a properly noticed adoption hearing and adopted this Ordinance in the course of that hearing; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Panama City Beach Comprehensive Growth Development Plan to make the respective text amendment has been met.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following Coastal Management Element of the City's Comprehensive Plan is hereby amended, to wit,

SECTION 9

COASTAL MANAGEMENT ELEMENT

1. INTRODUCTION

COASTAL AREA BOUNDARY

The upland or inland boundary of the coastal area for Panama City Beach is that portion of the City limits lying southwesterly of the centerline of Front Beach Road or Thomas Drive.

2. EXISTING LAND USES IN THE COASTAL AREA

Existing land use patterns in Panama City Beach in 2008 **18** are shown in a generalized fashion in the Existing Land Use Map. Table 1 identifies the generalized existing coastal area land uses as reflected by number of acres.

TABLE 1
GENERALIZED EXISTING COASTAL AREA LAND USE-2008 18

<u>Land Use</u>	<u>Acres</u>
Agriculture	0.0
Conservation	0.0
Educational	0.0
Historical Resources	0.0
Industrial	0.0
Public Buildings and Grounds	11.95 <u>77</u>
Recreation	35.75

Single Family Residential	27.45	<u>26.27</u>
Multi-Family Residential	187.52	<u>202.18</u>
Tourist	179.18	<u>142.44</u>
<u>Vacant</u>	16.23	<u>22.56</u>
TOTAL ACRES	458.08	<u>440.97</u>

Panama City Beach coastal area: ~~458.08~~ 440.97 acres

Source: Panama City Beach Building & Planning Department and the Bay County GIS Division.

A. Agricultural

There are no agricultural uses in the coastal area.

B. Conservation

The coastal zone does not include any conservation land areas.

C. Educational

There are no educational uses in the coastal area.

D. Historic Resources

There are no historical uses in the coastal area.

E. Industrial

There are no industrial uses in the coastal area.

F. Public Buildings and Grounds

The public buildings and grounds category covers approximately 11.95 ~~77~~ acres in the coastal area. The City and County piers are depicted on the Existing Land Use Map.

G. Recreation

There are approximately ~~27.45~~ 35.75 acres of recreational land uses in the coastal area. The location of specific facilities are shown on Exhibit 5. ~~The 27.45 35.75 acres do not include the beaches located on the Gulf of Mexico.~~

H. Residential and Uses (Single Family and Multi-Family)

Single Family Residential land use covers approximately ~~27.45~~ 26.27 acres of the coastal area while Multi-Family Residential land uses covers approximately ~~187.52~~ 202.15 acres. The Existing Land Use Map shows the location of these uses.

I. Tourist

Tourist use covers approximately ~~179.18~~ 142.44 acres in the coastal area. Tourist uses are varied but are comprised primarily of retail sales/services, restaurants, offices, hotels, and motels. These uses are shown on the Existing Land Use Map.

J. Vacant

There are approximately ~~16.23~~ 22.56 acres of vacant land in the coastal area. The location of specific vacant lands are shown on Exhibit 1.

3. CONFLICTS AMONG EXISTING LAND USES

In reviewing the existing land uses, several conflicts among the existing adjacent land uses can be found. Such incompatibilities are being addressed by noise ordinances and buffering requirements which help to protect the investment of individual property owners by providing needed buffers between commercial and residential uses.

4. WATER DEPENDENT AND WATER RELATED USES

Water dependent uses are considered to be land uses related to activities which can only be carried out on, in or adjacent to water areas because the use requires access to the water. Water dependent uses in the Panama City Beach area include City and County-owned fishing piers, beach access points, beach-front motels and resorts, beach houses, boat and personal watercraft rentals, and beach recreation.

Water related uses are land uses which are not directly dependent upon access to the water, but which provide goods and services that are directly associated with access to or use of the water. The Panama City Beach area has numerous beach related retail businesses, water view restaurants and drinking establishments. ~~Amusement facilities are prohibited in the coastal area.~~

~~Panama City Beach does not foresee the future need of water dependent or water related facilities beyond those currently existing. Sufficient facilities and access exist for the planning period.~~ Panama City Beach has designated adequate acreage on the Future Land Use Map and the Adopted Zoning Map for the provision of water dependent and water related uses.

5. REDEVELOPMENT AREAS

The presence of non-conforming land uses identify the need for redevelopment within the coastal area. Panama City Beach has maintained comprehensive, detailed zoning restrictions since 1977. However, limited non-conforming land uses still exist and will be eliminated pursuant to stated policy thresholds concerning the discontinuance of non-conforming uses.

In 2001, the City Council adopted the community redevelopment plan for Pier Park which is composed of approximately 265 acres in the Dan Russell Pier area. The adoption of the plan has enabled the community redevelopment agency to use tax increment financing to redevelop and maintain the area as a 1,000,000 square foot open-air town center for shopping and dining.

In August 2001, the City adopted the Front Beach Road Community Redevelopment Area (the FBR CRA). Since this time, the FBR CRA has completed the following projects:

1. Churchwell Drive has been improved to 3 lanes with bicycle lanes, sidewalks, street lights, and landscaping;
2. A public parking lot has been purchased and constructed to accommodate approximately 120 parking spaces;
3. A public parking multimodal center has been purchased near the intersection of N. Thomas Drive, Front Beach Road, and Hutchison Boulevard;
4. ~~Construction has commenced on the 4-laning of Beckrich Road;~~ **The four-laning of Richard Jackson Boulevard has been completed and includes landscaping, bike lanes, sidewalks and streetlights.**
5. Preliminary engineering and right-of-way purchases have begun on several of the major connector roads;
6. ~~Engineering and design has begun on~~ S. Thomas Drive and the first phase of Front Beach Road **have been completed and includes a bicycle-trolley lane, landscaping, streetlights, streetscape and sidewalks.**
7. **The northern half of Powell Adams Drive has been completed and includes landscaping, bike lanes, sidewalks and streetlights.**
8. **Phase II of Front Beach Road is under construction and will include a bicycle-trolley lane, landscaping, streetlights, streetscape and sidewalks.**

6. ECONOMIC BASE OF THE COASTAL ZONE

The economy of Panama City Beach is dominated by the attraction of tourists to the coastal area. Employers such as hotels, motels, condominium/resorts, restaurants, bars, souvenir shops, amusement parks and retail sales are heavily tied to the attraction of tourists to Panama City Beach.

The Future Land Use element and map have been developed to protect these water dependent economic contributors of Panama City Beach. The tourist industry will be protected by the conservation and recreation protections which have been made on the Future Land Use Map. Additional commercial and residential areas outside the coastal area will be needed to support visitors who will contribute to the economy in Panama City Beach through a variety of commercial avenues.

7. NATURAL RESOURCES OF THE COASTAL AREA

A. Vegetative Cover

North Florida Coastal Ecological Strand

This community is one of the most endangered communities in Florida due to the development of residential and commercial uses along shore lines. This community has an important conservation purpose by regulating wave action on the coastline. Development in the North Florida Coastal Strand typically accelerates the erosion of established beaches and sand dunes. The natural forces of wind, salt, and blowing sand make plant establishment difficult and most plants that do establish in this strand here are species that are well-adapted to disturbance. Generally speaking, this community is very narrow and long and encompasses the area landward of the sandy beaches affected by salt spray from the Gulf. The vegetation in this community is naturally low growing grasses, vines, and herbaceous shrubs with only a few trees, most of which occur in stunt form. This vegetation includes cabbage palm (*Sabal Palmetto*), sand live oak (*Quercus Virginiana Maritima*) and live oak (*Quercus Virginiana*) with an understory of marshelder (*Iva Imbricata*), saw palmetto (*Serenoa Repens*), Spanish Bayonet (*Yucca Aloifolia*), yaupon holly (*Ilex Vomitoria*), and red bay (*Persea Borbonia*).

Various birds can typically be found in this community. It provides a good food source as well as nesting sites for the variety of birds. Other animals that utilize this community are sea turtles, shellfish, and a variety of small mammals.

This is the most stressed ecological community in Panama City Beach. Because of the increasing pressure for development along the coast, the acreage occupied by this community has steadily declined over time.

B. Water Bodies

The coastal area of Panama City Beach includes only the Gulf of Mexico. The water

bodies of Panama City Beach include minor freshwater habitats and marine habitats. Coastal resources include the open waters of the Gulf of Mexico and approximately 2,600 feet of coastline on West Bay, the latter of which is considered de minimis.

8. FISHERIES AND WILDLIFE

The Gulf Coast Ecological Inventory (1982) published by the U.S. Department of the Interior, Fish and Wildlife Service, produced an inventory of the fish and wildlife habitats in the coastal area of Panama City Beach. The major fish species located here include Southern Flounder, Red Snapper, Spanish Grouper, Spanish Mackerel, King Mackerel, Cobia, Red Grouper, Atlantic Bonita, Vermilion Snapper, Dolphin, Warsaw Grouper, Gag Grouper, Greater Amberjack and Red Porgy.

Major wildlife located in this area includes Red Fox, Eastern Cottontail, armadillo, skunk, opossum, raccoon, tree squirrel, white tail deer, reptiles and amphibians.

9. AREAS SUBJECT TO COASTAL FLOODING

Portions of the coastal area which are subject to periodic inundation are indicated on Exhibit 13.

10. IMPACT OF FUTURE DEVELOPMENT ON NATURAL RESOURCES

Complete development of the coastal area has virtually been achieved during the explosive growth experienced in the area during the 1970's and 1980's. Continual growth in the coastal area is not possible since land is not available. Future development and redevelopment in the coastal area will have a de minimis impact on natural resources. Future development will be required to comply with the stormwater run-off policies adopted pursuant to this Plan which were not imposed on the existing developments.

11. IMPACT OF FUTURE DEVELOPMENT ON HISTORIC RESOURCES

Panama City Beach has not identified any historic resources in the coastal area which would be adversely affected by future development. As historic resources may be identified in the future, restriction of future development to preserve their integrity must be implemented.

12. WATER POLLUTION

A. Existing Conditions

~~Surface water discharge from stormwater and point sources are located in Panama City Beach. The point source discharge is into the West Bay. The discharge is permitted by the Florida Department of Environmental Protection and the United States Environmental Protection~~

Agency. An inventory of the discharge is shown on Table 2. As discussed in more detail in the Sanitary Sewer subelement, the City has constructed a 3,000-acre wet weather reuse water system and is in the process of permitting a 3,000-acre wet weather discharge area that will eliminated any the need for discharge into West Bay.

13. HURRICANE EVACUATION

The Coastal High Hazard Area (CHHA) is defined as the Category 1 Storm Surge Area. In Panama City Beach, the CHHA represents a very small area of predominantly along the shores of the Gulf of Mexico (Front Beach Road, Beach Boulevard, and Thomas Drive). Other less significant areas within the CHHA are near the Turtle Cove subdivision (22 single-family residential lots), the western fringes of Grand Lagoon (30 multi-family dwellings), and in the Colony Club area (35 single-family residential lots). The State's definition of the CHHA changing from the "evacuation" area to the "surge" area had a minimal impact on the number of lots and structures within the CHHA.

Within the CHHA, 7,657 units of new Gulf front condominiums have been constructed since 2000 taking the place of 2,044 units of older hotel/motel rooms. The increase in rooms by 5,613 units has resulted in an insignificant increase in population (permanent and tourists) of the CHHA as evidenced by the traffic volumes on Front Beach Road. All segments of Front Beach Road have current traffic volumes similar to those that occurred in the early and mid 1990's.

Front Beach Road Segment	2006 Vol.	1990's Vol.
US 98 SR 79	7,066	1990 7,005
SR 79 Hutch. Blvd.	14,155	1995 13,014
Hutch. Blvd Beekrich Rd.	13,500	1995 20,000
Beekrich Rd. US 98/Hutch. Blvd.	16,000	1995 14,063
US 98/Hutch. Blvd PCB Parkway	21,400	1995 23,500

Source: Historical data from the Bay County TPO Congestion Management System Plan, August 2003.

The reason for virtually no growth in the population within the CHHA over the past ten (10) years is likely because the units are almost exclusively purchased and occupied by a stable tourist population rather than a growing permanent resident population. A sampling of the newer resorts shows less than 3% of the units are homesteaded properties. Reasons for this include the high price of the new resorts vs. the median income of Bay County residents; and, permanent residents seem to prefer living in areas away from where tourists congregate (along Front Beach Road). In 2000, the City had a permanent population of 7,671 and an estimated annual tourist population of 7.5 million. The City increased its permanent population by 3,980 since 2000 to 11,651 in 2007. However, the estimated annual tourist population has decreased and now ranges between 4.6-6.0 million. From year to year, the annual tourist population can fluctuate based primarily on such factors as: the number of hurricanes, the economy, gas prices, and the length of

school summer vacation. The reduction in "spring break" visitors has been noticeable as evident by the sizeable reduction in law enforcement personnel needed during this time.

Although the City has experienced a significant rise in gulf front resort units, the actual tourist population has remained relatively stable, or even declined, (as reflected in traffic counts) while the permanent population has had only a modest rise of approximately 389 residents per year since 2000. As such, development has had relatively little impact on hurricane evacuation routes and clearance times.

The hurricane evacuation routes for Panama City Beach are shown on Exhibit 14. It is expected that some residents on the eastern portion of the city would opt to travel east across Hathaway Bridge to State Road 77 or US 231 just as the residents on the western end may opt to travel west to State Roads 81 and 331.

The Bay County Comprehensive Plan states that the County has adopted a hurricane evacuation time of 24 hours for category 4-5 storms. Bay County and the City worked together to create the Bay County Hurricane Abbreviated Transportation Model Updated, 2004. The County and the City have continued to share information on development order approvals in order to keep the hurricane model updated. Below is the most recent tables that have been updated with additional development orders approved by the City.

Modeled/Critical Roadway Segment	Times Cat 1-2 low occ	Times Cat 1-2 high occ	Times Cat 3 low occ	Times Cat 3 high occ	Times Cat 4-5 low occ	Times Cat 4-5 high occ
	SR 70 at SR 20	3.6	5.5	5.0	6.4	7.2
SR 77 at SR 20	3.3	4.1	4.1	5.1	5.2	6.5
US 231 at SR 20	5.7	7.5	9.4	12.6	13.1	17.2
SR 20 eb out of Bay	2.7	3.4	4.1	5.4	5.6	7.2
Hathaway Bridge	6.1	7.7	7.5	10.1	8.8	12.1
US 231/SR 77/US 98 Int	5.8	7.8	8.5	12.0	10.5	14.9
CR 386 Into Gulf County	1.2	1.3	1.3	1.5	1.5	1.7

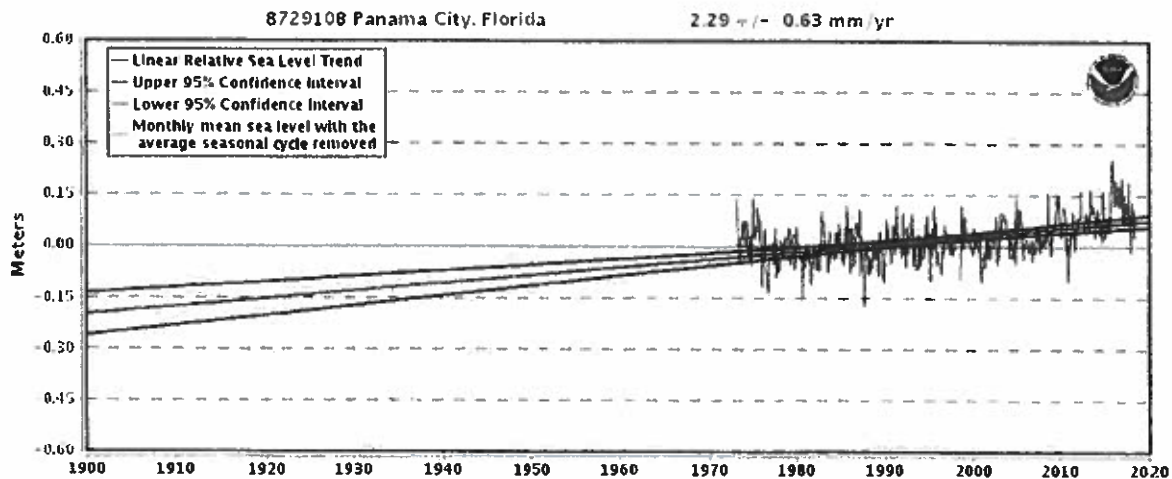
Modeled/Critical Roadway Segment	Times Cat 1-2 low occ	Times Cat 1-2 high occ	Times Cat 3 low occ	Times Cat 3 high occ	Times Cat 4-5 low occ	Times Cat 4-5 high occ
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SR 79 at SR 20	3.1	4.0	4.0	4.6	5.4	6.8
SR 77 at SR 20	3.0	3.4	3.6	4.2	4.5	5.3
US 231at SR 20	4.7	5.7	7.7	9.7	10.5	13.1
SR 20 eb out of Bay	2.3	2.8	3.5	4.4	4.7	5.8
Hathaway Bridge	5.6	6.5	6.6	8.1	7.4	9.4
US 231/SR77/US98 int	5.1	6.3	7.4	9.5	8.7	11.4
CR 386 Into Gulf County	1.2	1.3	1.3	1.5	1.4	1.6

The results of the updated model show that under a high occupancy and a category 4-5 hurricane, the critical segment will be US 231 at SR 20 with an evacuation time of 17.2 13.1 hours. This, however, is still below the adopted evacuation time of 24 hours.

14. SEA LEVEL RISE

The National Oceanic and Atmospheric Administration “NOAA” station 8729108 Panama City Florida has recorded and projected sea level trends since 1973. The chart below depicts NOAA sea level rise trends from 1973 to 2016. According to NOAA, recorded sea level rise at the Panama City station has increased by 2.29 mm per year, the equivalent of .0075 feet per year.



The mean sea level trend is 2.29 millimeters per year with a 95% confidence interval of +/- .63mm/yr, based on monthly mean sea level data from 1973-2016. The plot shows the

monthly mean sea level without the regular seasonal fluctuations due to coastal ocean temperatures, salinities, winds, atmospheric pressure, and ocean currents. The long-term linear trend is also shown, including its 95% confidence interval.

As a result of this data from NOAA, it is assumed over the next 100 years sea levels will rise by .75 feet.

Exhibit 13.B (developed by Bay County GIS using NOAA data) depicts areas within the City vulnerable to sea level rise. This map reflects the effects of sea level rise in one-foot increments. The primary impacts of a one foot rise are minimal and are located in very limited areas adjacent to the northern edge of the Colony Club subdivision, Lake Powell and Grand Lagoon. There are no anticipated impacts to structures until sea levels rise three feet.

Based on NOAA data and mapping it is estimated the City of Panama City Beach will not have impacts to structures or facilities in the next 100 years as a result of sea level rise.

The City has already implemented some significant measures to mitigate flooding from all sources including sea level rise. In the Lake Powell area, increased setbacks and buffers and reduced residential densities have been implemented along the lake as part of the Lake Powell Protection Zone and enforcement of the City's wetland setback requirements. The City dedicated an entire chapter of the Land Development Code to floodplain management and resource protection (Chapter 3). This chapter of the LDC designates the Building Official as the Floodplain Administrator as well as requires a first floor living area to be no less than 12 inches above the crown of the road at the highest point of the road or top of curb along the frontage, whichever is more restrictive, all as determined by the City Engineer.

Additionally, the City participates in FEMA's National Flood Insurance Program Community Rating System and has created an annual city-wide stormwater assessment to fund prioritized stormwater improvements.

GOALS, OBJECTIVES AND POLICIES

GOAL 1: Protect, conserve, and promote restoration of coastal area resources and plan for development activities.

OBJECTIVE 1: Prohibit nonwater-dependent land uses in the coastal area that use or store hazardous materials injurious to fish and wildlife.

POLICY 1.1: The Land Development Regulations shall prohibit nonwater-dependent land uses from using or storing hazardous materials which will be injurious to fish and wildlife.

OBJECTIVE 2: Assist in the protection of water quality.

POLICY 2.1: Prohibit the siting of septic tanks where the soils are unsuited for such use.

POLICY 2.2: When expanding sewage collection systems, consider areas with reported septic tank problems and areas with soils limitations on septic tank use in the coastal area as priority expansion areas.

OBJECTIVE 3: Coordinate with other local governments and appropriate agencies to maximize natural resource planning, conservation and protection activities so that no net losses of dune vegetation occur in the coastal area as compared to January 1993.

POLICY 3.1: Establish interlocal agreements with adjacent local governments that address the conservation, use, and protection of unique vegetative communities and water bodies which cross local government boundaries.

POLICY 3.2: Cooperate with all appropriate agencies, such as the Department of Environmental Protection and the Florida Fish & Wildlife Conservation Commission, to provide protection of natural resources from excessive public recreation.

OBJECTIVE 4: Adopt criteria for the permitting of shoreline land uses within the coastal area.

POLICY 4.1: Priority for siting of shoreline land uses shall be as follows:

- A. Water-dependent uses;
- B. Water-related uses;
- C. Residential
- D. Recreation/Conservation

POLICY 4.2: All new or redeveloped shoreline land use shall:

- A. Demonstrate that existing public utilities, infrastructure and services are in place to support the proposed use;
- B. Provide public access where traditional public access points are directly affected by the development;

- C. Landscaping, if used, will include plant species native to the north Florida coastline.
- D. Locate on existing upland areas;
- E. Not be in conflict with existing compatible adjacent land uses;
- F. Provide for the treatment of all discharge, including stormwater runoff, from land uses into bodies of water to incorporate standards for treatment adequate to meet the requirements of 17-4.240 F.A.C. and the stormwater level of service standards adopted in this Plan.

POLICY 4.3: The City shall prohibit the removal of dune vegetation seaward of the Coastal Construction Control Line.

POLICY 4.4: All construction shall comply with the Coastal Construction Control Line regulations as enforced by the Department of Environmental Protection.

POLICY 4.5: The City shall promote the construction and maintenance of elevated dune crossovers .

POLICY 4.6: The location, design, and operation of all new, expanded or redeveloped marinas shall focus on the protection/preservation of natural resources, compatibility with surrounding land uses and shall:

- A. Lie outside archaeological or historical sites and areas identified as being inappropriate for marina development in the Marina Siting Study for West Florida (West Florida Regional Planning Council; June, 1984);
- B. Not lie within Lake Powell (an Outstanding Florida Water) or within the Lake Powell Protection Zone;
- C. Comply with all requirements of Chapter 8 "Conservation" of the City's Comprehensive Plan;
- D. Demonstrate spill cleanup capability;
- E. Designate future upland spoil site(s) for maintenance dredging activities;
- F. Have available sewage treatment facilities to serve the anticipated volume of waste at the level of service standard consistent with that

described in Wastewater Sub-Element and Chapter 23 of the City's Code of Ordinances and meets the design criteria of the City's Code;

- G. Provide pump-out facilities at each fuel dock and follow the requirements addressed in 327.53 Florida Statutes for the handling of sewage. Marinas shall also provide upland sewage facilities;
- H. Maintain water quality standards as provided by Chapter 403, Florida Statutes;
- I. Locate in areas where there is an existing basin, access channel and adequate depths to accommodate the proposed use so that minimum or no dredging shall be required for the placement of docking facilities, to prevent prop dredging and to accommodate the proposed use without disturbance of bottom habitats. A minimum depth of four feet below mean low water shall be required;
- J. Utilize non piling construction and other non-dredge fill techniques where possible to minimize habitat destruction;
- K. Be designed to minimize or eliminate adverse impacts on fish and wildlife habitat. Special attention and consideration shall be given to endangered and threatened species habitat;
- L. Locate in areas away from seagrass beds, oyster reefs and other important fish and shellfish spawning and nursery areas;
- M. Be designed to maximize or improve water circulation Patterns.

POLICY 4.6.1 All new, expanded or redeveloped marinas shall follow any applicable State or Federal guidelines for design and shall:

- A. Demonstrate the presence of upland areas which are large enough to accommodate all required utility and support facilities as well as enough area to satisfy all applicable standards set forth in the Code;
- B. Provide public access;
- C. Provide a hurricane mitigation and evacuation plan which describes measures to be taken to minimize damage to marina sites and neighboring properties and the environment;
- D. Delineate immediate access points with channel markers that indicate

- speed limits and any other applicable regulations;
- E. Be sited in areas designated as Recreational on the Future Land Use Map;
 - F. Demonstrate that the marina meets a public need thereby demonstrating economic viability/feasibility;
 - G. Demonstrate that existing public utilities, infrastructure and services are in place to support the proposed use;
 - H. Be compatible with existing, conforming, adjacent land uses;
 - I. Utilize dry storage to the fullest extent possible, in addition to wet slips;
 - J. Consist of 50 slips or fewer;
 - K. The City shall apply preexisting applicable policies of the Vision Plan, the DSAP or the special character district when such policies are more restrictive on development and redevelopment than the City 's Comprehensive Plan .
 - L. Commercial boats, maintenance facilities, boat construction, or live-aboard are prohibited.

POLICY 4.6.2 The City shall adopt standards for marina siting or expansion as part of City's Zoning Ordinance and Land the Development Regulations (*amended January, 2006*).

OBJECTIVE 5: Ensure the availability of infrastructure consistent with the level of service standards.

POLICY 5.1: Coastal area levels of service shall be consistent with those adopted in the Utilities, Traffic Circulation, and Recreation and Open Space Elements of this Plan.

POLICY 5.2: Maintain infrastructure capacity to provide public facilities for the types and densities of development shown on the Future Land Use Map.

POLICY 5.3: Development approvals for projects for which adequate sewer capacity is not available prior to development completion shall be conditioned upon adequate soil conditions for septic tanks. Otherwise, development must be connected to the public sewer system.

development and from the elements.

POLICY 7.2: Protect historically significant resources, if any, in the coastal area of Panama City Beach.

OBJECTIVE 8: Panama City Beach will maintain the availability of access points to the Gulf of Mexico.

POLICY 8.1: The development review process shall consider impacts of development or redevelopment on publicly established accessways. The City shall not move, swap, switch, divide, or remove any beach access easement of any kind, right-of-way, or property line without approval of the registered voters of the City of Panama City Beach, in a properly held City referendum.

POLICY 8.2: Maintain and update annually an inventory of public access facilities in the coastal area, and periodically survey the conditions at those sites. The results of the annual inventory will be incorporated into the City's annual update of the Capital Improvements Element.

POLICY 8.3: Develop and update annually a comprehensive list of conservation and recreation land acquisition programs to expand the amount of public lands available for public access.

POLICY 8.4: Coordinate the need for public access and recreation facilities with the Recreation and Open Space Element.

OBJECTIVE 9: Establish and promote an intergovernmental process between Panama City Beach and appropriate Federal and State agencies and Bay County to deal with mutual concerns and enhance planning for public recreation, access and use of the Gulf of Mexico beaches.

POLICY 9.1: Establish communications with appropriate Federal and State agencies and Bay County regarding this objective.

POLICY 9.2: Summaries of actions proposed by any of the identified agencies regarding this objective shall be forwarded to other appropriate entities.

POLICY 9.3: Promote interlocal cooperation through interlocal agreements which would enhance public access and recreation sites and facilities.

GOAL 2: Protect human life and limit public fund expenditure in areas that are subject to destruction by natural disasters.

OBJECTIVE 10: Identify the coastal high hazard area.

POLICY 10.1: The Coastal High Hazard Area shall be defined as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model and shown on Exhibit 13.

(Updated 10-30-07 8-2018)

POLICY 10.2: Exhibit Number 13 which reflects the Coastal High Hazard Area is hereby adopted.

POLICY 10.3: Notify at the appropriate time, owners of property in the coastal high hazard area of property designation to increase public awareness of hurricane hazard.

OBJECTIVE 11: Maintain a roadway clearance time for hurricane evacuation and peacetime emergency evacuations.

POLICY 11.1: Improvements to road segments that are a part of the hurricane evacuation route shall be considered a priority in making traffic circulation improvements.

POLICY 11.2: Periodically review hurricane evacuation plans through a joint meeting of the Bay County Emergency Management Department, the municipalities and transportation planners.

POLICY 11.3: Exhibit Number 14, The Hurricane Evacuation Map is adopted as the routes to be used for evacuations in an emergency. Peacetime emergency and hurricane evacuations for Bay County should be achieved in at least 24 hours from the time the emergency management officials determine that evacuation is necessary.

POLICY 11.4: Adjust the evacuation timetable as necessary based on occupied dwelling unit information and annexations.

POLICY 11.5: Consider the impacts on the transportation system relative to hurricane evacuation in the development approval process.

POLICY 11.6: Encourage improvements to State roadways identified as critical roadway segments.

POLICY 11.7: Continue to develop evacuation procedures for citizens and other organizations concerned with the transportation disadvantaged.

POLICY 11.8: Limit the location of group homes, nursing homes, or other residential uses which have special evacuation requirements in the coastal high hazard area to be consistent with State law.

OBJECTIVE 12: Limit population concentrations in the Coastal High Hazard Area to reduce exposure of human life to natural disasters.

POLICY 12.1: The Building and Planning Department shall prepare annually an estimate of population density in the coastal high hazard area. This estimate shall include all existing development and developments which have received development approval.

POLICY 12.2: Population concentrations shall be directed away from the Coastal High Hazard Area through provisions in the Land Development Regulations, if the emergency evacuation time standard of Policy 11.3 cannot be maintained.

OBJECTIVE 13: Limit public fund expenditures for public facilities and infrastructure in the coastal high hazard area.

POLICY 13.1: Public facilities shall not be located or improved in the coastal high hazard area unless the following criteria are met:

- A. The use is necessary to protect public health, safety and welfare; or
- B. The service provided by the facility cannot be provided at another location outside the coastal high hazard area; or
- C. The use is necessary to restore and/or enhance natural resources.

OBJECTIVE 14: Adopt a post-disaster redevelopment plan for Panama City Beach that identifies short-term recovery and long-term redevelopment activities.

POLICY 14.1: The following post-disaster actions shall be considered short-term recovery measures:

- A. Damage assessment to meet post-disaster assistance requirements and to aid in post-disaster redevelopment decisions;
- B. Debris removal;
- C. Emergency protection measures including repairs to water, sewer, electric, and other public utilities to restore service;
- D. Public assistance including temporary housing and provisions of food and clothing.

POLICY 14.2: Repair or restoration of damage resulting in destruction of over fifty percent of the value of an individual structure or facility in the coastal high hazard area shall be considered to be redevelopment activities. Repair or restoration of such a structure or facility shall be subject to the following restrictions:

- A. Redevelopment of residential structures shall be in accordance with adopted redevelopment policies; and
- B. Redevelopment of commercial structures shall be consistent with the intensities established in land development regulations; and
- C. Public facilities shall be relocated to areas outside of the coastal high hazard area, unless they satisfy the criteria established in Policy 13.1.

OBJECTIVE 15: The post-disaster redevelopment plan will provide a process for consideration of relocation, removal or modification of damaged structures.

POLICY 15.1: Redevelopment of structures within the coastal high hazard area that are permitted subject to the adopted requirements shall be constructed to comply with National Flood Insurance minimum elevation and construction standards and conform to minimum coastal construction standards.

OBJECTIVE 16: Establish site design criteria for construction and reconstruction within the coastal high hazard area.

POLICY 16.1: The issuance of Development Permits in the coastal high hazard area shall be conditioned on the following criteria:

Siting

- A. Construction will be limited to adopted densities and intensities in the land development regulations;
- B. Placement of required open space, if any, shall be in the most vulnerable area of the site;
- C. Access to structures shall be provided on the landward side;

Landscaping

- A. Native plant species are maintained and protected;
- B. Provision of a landscaping plan which addresses the stabilization of soils;
- C. Shrubbery and trees are planted so as to deflect floating material from building foundation.

OBJECTIVE 17: Establish formal procedures to implement the post-disaster redevelopment plan.

POLICY 17.1: Prepare short-term recovery implementation procedures to be incorporated in the Bay County Peacetime Emergency Plan and City operating procedures.

POLICY 17.2: The following actions will be part of the procedures for implementation of the long-term redevelopment plan:

- A. Formation of an Ad Hoc Recovery Task Force to coordinate decision-making not related to short-term recovery efforts;
- B. Passage of emergency ordinances, such as moratoria on rebuilding in heavily damaged areas and amendments to zoning or building codes;
- C. Procedures for damage assessment;
- D. Decision making procedures to determine relocation, rebuilding or structural modification options.

OBJECTIVE 18: Incorporate the recommendations of a hazard mitigation plan into the Comprehensive Plan.

POLICY 18.1: The City will continue participating in the Bay County Hazard Mitigation Strategy Team to update the natural disaster hazard mitigation report. This report will continue to address general hazard mitigation including regulation of building practices, floodplains, beach and dune alteration, stormwater management, sanitary sewer and septic tanks, and land use to reduce the exposure of human life and public and private property to natural hazards. The recommendations of this report will be incorporated into the Comprehensive Plan and Land Development Regulations.

OBJECTIVE 19: The City will continue to implement stormwater and floodplain management regulations, monitor data related to sea level rise and consider possible amendments to the Comprehensive Plan, the Land Development Code and the Building Code as needed.

POLICY 19.1: The City will continue to use the following strategies to mitigate flooding from all sources including sea level rise: setbacks and buffers, building codes and design, floodplain regulations, zoning and overlay zones, hard and soft-armoring permits, rebuilding restrictions, stormwater assessments, impact fees and other strategies or regulations as may be needed.

TABLE 2

**ACTIVE POINT SOURCE DISCHARGES
FOR PANAMA CITY BEACH, 2008**

<u>PERMIT NUMBER</u>	<u>NAME</u>	<u>LOCATION</u>
1. FL0021512	CITY SEWER TREATMENT PLANT	WEST BAY

Source: U.S. Environmental Protection Agency

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

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 201__.

Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____,
201____.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the ___ day of _____,
201____, and the _____ day of _____, 201____.

POSTED on pcbgov.com on the _____ day of _____, 2018.

Jo Smith, City Clerk

8

REGULAR ITEM

9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

12/13/2018

3. REQUESTED MOTION/ACTION:

Consider approval of Resolution regarding the completion of infrastructure in Breakfast Point Phase 3C.

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No
BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The developer of Breakfast Point Phase 3C is requesting plat approval prior to completion of construction of the transportation facilities and horizontal infrastructure to support the development of that residential subdivision. In this circumstance, the City's LDC required the developer to memorialize the time line in which to complete construction of the infrastructure and to post a bond securing their completion. The attached agreement requires the developer to complete construction of the Phase 3C improvements and to correct drainage issues at the entrance to the Breakfast Point development at the end of North Richard Jackson Blvd. These improvements are to be completed within 12 months, and a bond to be posted in the amount of \$838,049.

Staff recommends approval.

HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT

THIS HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT (“HICA”) made and entered into this ___ day of _____, 2018, by and between BREAKFAST POINT, LLC Company, a Florida corporation (the “Developer”), and THE CITY OF PANAMA CITY BEACH (the “City”);

WITNESSETH:

WHEREAS, the Developer is requesting final approval from the City Council of Panama City Beach, Florida for a plat of Breakfast Point—Phase 3C, (the “Plat”) a proposed subdivision located immediately northwest of Breakfast Point Phase 3B (the “Subdivision”), and

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

WHEREAS, the City intends to maintain the roadways, sidewalks, and those portions of the stormwater collection system located within the right of ways and public easements, and

WHEREAS, the Developer intends to complete construction of roadway and sidewalk improvements within road right-of-ways (the “Transportation Facilities,” which definition does not include landscaping or lighting within the Subdivision), and water and sewer utilities (the “Horizontal Infrastructure,”) as specified in the plans and specifications titled “Breakfast Point Subdivision” prepared and sealed by Preble-Rish, Inc., Project No. 190.246, submitted on behalf of the Developer and approved by the City on February 23, 2016 (the “Plans”), and

WHEREAS, City policy requires Developer’s dedication and the City’s acceptance of the Transportation Facilities and Horizontal Infrastructure within the Subdivision before providing service, and

WHEREAS, the City has reviewed the Plans for construction and design of the Transportation Facilities and Horizontal Infrastructure, but the City is unwilling to accept

the Transportation Facilities and Horizontal Infrastructure pending the completed construction, inspection and approval of the Transportation Facilities and Horizontal Infrastructure, and

WHEREAS, the Developer desires immediate Plat approval prior to the Developer's completion of construction and City's acceptance of the Transportation Facilities and Horizontal Infrastructure, and

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

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

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

1. The foregoing recitals are true, correct and complete.
2. Term and Termination. This Agreement shall commence immediately upon execution by both parties and thereafter shall terminate upon the acceptance of both the Transportation Facilities and Horizontal Infrastructure, at which time the Performance Bond shall be released.
3. Performance Bond. Prior to the recording of the Plat, the Developer shall provide a performance bond in the amount of Eight Hundred Thirty Eight Thousand, Forty Nine Dollars (\$838,049) in favor of the City issued by a surety reasonably acceptable to the City to secure the full and timely performance of Developer's covenants set forth in this Agreement (the "Performance Bond").
4. Transportation Facilities. Within twelve (12) months of the City's execution of this Agreement, and prior to issuance of any Certificate of Occupancy for any structure within the Plat boundary, the Developer will complete

construction of the Subdivision's Transportation Facilities as specified in the Plans. All construction shall be performed in accordance with sound engineering practices and according to the Plans, all as determined and interpreted by the City using its reasonable discretion.

5. The Plat. Concurrent with execution of this agreement, the City will approve the Plat, in the form reviewed and approved by City staff and presented to the Council for consideration simultaneous with this Agreement. The promise of Developer's timely and proper completion of construction of the Transportation Facilities and Horizontal Infrastructure and its maintenance and repair until acceptance by the City is a material covenant upon which reliance is placed by the City in making this Agreement and approving the Plat.
6. The Horizontal Infrastructure. Within twelve (12) months of the City's execution of this Agreement, the Developer shall complete construction of the Subdivision's Horizontal Infrastructure as specified in the Plans. City agrees that the construction may proceed, and Developer understands that no Certificate of Occupancy will be issued by the City for any dwelling in the Subdivision until all Horizontal Infrastructure is accepted by the City. All construction shall be performed in accordance with sound engineering practices and according to the Plans, all as determined and interpreted by the City using its reasonable discretion. Developer shall timely and properly secure all applicable local, county, state and federal permits to construct the Horizontal Infrastructure and shall pay any fees or costs associated therewith. Developer, its agents, subcontractors and the employees of any one of them, shall comply with all applicable laws, regulations and permit conditions related to the construction of the Horizontal Infrastructure. The Developer agrees to turn over and dedicate to the City the Horizontal Infrastructure constructed and installed on Developer's property, at no cost to the City, upon completion of construction and inspection, approval, and acceptance of the same by City. Developer shall ensure that no potable water service shall be provided through the Horizontal Infrastructure to any third-party user or

occupant of the Subdivision until all bacteriological and pressure testing has been completed and the Horizontal Infrastructure have been approved for such use by the Department of Environmental Protection.

7. Stormwater Facilities.
 - a. *Construction.* Prior to issuance of the first Certificate of Occupancy for any structure within a phase, the Developer will complete construction of the Subdivision's Stormwater Treatment and Attenuation Facilities as specified in the Plans necessary to support the development in that phase. All construction shall be performed in accordance with sound engineering practices and according to the Plans, all as determined and interpreted by the City using its reasonable discretion.
 - b. *Plat and dedication.* Developer agrees to dedicate the stormwater management facilities and any necessary drainage easements to the Breakfast Point Community Association, Inc. for the maintenance of the drainage ponds, on the face of that plat or concurrent with the recording of that plat.
8. City Acceptance of Infrastructure. Upon completion of the Transportation Facilities and Horizontal Infrastructure in accordance with the Plans, and inspection by the City, the City will accept and maintain the Transportation Facilities and Horizontal Infrastructure, together with all easements necessary for the City's use, access and maintenance thereof, in a manner consistent with the maintenance of other City streets and City infrastructure similarly situated. The Developer or its assignee shall be responsible for maintenance and repair of the Horizontal Infrastructure until acceptance of Horizontal Infrastructure by the City. The City shall not accept stormwater treatment or attenuation facilities within the Subdivision, even if the City constructs these improvements, unless such stormwater facilities are located within right of ways or easements dedicated to the City.
9. City Performance. If for any reason the Developer fails to timely and substantially complete the installation and construction of any element of the Transportation Facilities or Horizontal Infrastructure and the City undertakes

to complete such installation and construction: (i) Developer hereby grants the City a construction license to use, access, construct and install the Transportation Facilities and/or Horizontal Infrastructure, and (ii) Developer hereby agrees to reimburse the City for any cost differential between the amount of the Performance Bond and the actual cost reasonably incurred by the City upon demand.

10. Fees and Costs. The Developer will pay the fees and costs reasonably incurred to effect the design, engineering and construction of the Transportation Facilities and Horizontal Infrastructure, including but not limited to, any fees and costs imposed by City ordinance or resolution with respect to the review of the Plans, the inspection of the Transportation Facilities and Horizontal Infrastructure or the preparation of the necessary instruments contemplated herein.
11. Developer's Warranty of Infrastructure. Developer warrants the workmanship and material of the Horizontal Infrastructure for a period of one year after the City's acceptance of the Horizontal Infrastructure. The Developer further warrants that said improvements are fit for use as part of the City's utility system, and the Developer agrees to defend, indemnify and hold harmless the City from any and all liability claims by a third party due to faulty workmanship and materials within the aforementioned one-year warranty period.
12. Notice of Changes. Each party shall have the obligation of notifying the other party of any events or circumstances that will affect either party's ability to carry out their duties under this Agreement.
13. Indemnification and Hold Harmless.
 - A. Developer shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from:
 - (i) the construction, installation, maintenance or repair of the Transportation Facilities and Horizontal Infrastructure by Developer; or

(ii) the breach of any of Developer's representations, warranties, covenants or agreements hereunder. The covenants contained in this subparagraph shall survive the termination of this Agreement, but shall expire four years from the City's acceptance of the Transportation Facilities and Horizontal Infrastructure.

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

14. Time. Time is of the essence in this Agreement.
15. Remedies. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.
16. Attorney's Fees. In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.
17. Assignment. This Agreement is not assignable, except to the extent that the assignee assumes the obligation to complete the Agreement and post the appropriate performance bond or letter of credit to insure the Agreement's completion.
18. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. Modification. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Owner.
20. Waiver. Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are not representations, warranties, covenants or other agreements among them.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of:

BREAKFAST POINT, LLC

Print Name:

By: _____
Its

Print Name:

CITY OF PANAMA CITY BEACH
a municipal corporation

By Mario Gisbert, City Manager

ATTEST:

City Clerk

REGULAR ITEM

10



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

12/13/2018

3. REQUESTED MOTION/ACTION:

Approve the Plat for the Breakfast Point Phase 3C subdivision.

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Breakfast Point Phase 3B development is generally located north of Panama City Beach Parkway and east of N. Richard Jackson Blvd. This plat has been publicly advertised. The site and engineering plans have been approved for this subdivision under one common project of Breakfast Point Phase 3 and was developed in 3 phases (3A, 3B & 3C). Infrastructure in Phases 3A&B (included 148 residential lots) have been constructed and the proposed 3C consists of an additional 88 residential lots.

Staff has reviewed the subject plat and determined that it does meet applicable requirements.

BREAKFAST POINT PHASE 3C

A PORTION OF SECTION 25,
TOWNSHIP 3 SOUTH, RANGE 16 WEST
CITY OF PANAMA CITY BEACH
BAY COUNTY - FLORIDA

NOVEMBER 2018

J&A Associates
INCORPORATED - SURVEYORS
SURVEYING, PLANNING AND COMPUTER MAPPING
CORPORATE OFFICE: SUITE 100
1115 N. HIGHWAY 221 EAST BLDG, PANAMA CITY, FLORIDA 32404

CENTERLINE CURVE TABLE

Curve	Length	Radius	Chord	Area	Delta
CL 1	226.94	1768.00'	226.94'	0.0000	180.00°
CL 2	48.23	160.00'	48.23'	0.0000	180.00°
CL 3	122.88	780.00'	122.88'	0.0000	180.00°
CL 4	291.30	231.00'	291.30'	0.0000	180.00°
CL 5	368.38	300.00'	368.38'	0.0000	180.00°

BOUNDARY CURVE TABLE

Curve	Length	Radius	Chord	Area	Delta
BC 1	120.70	780.00'	120.70'	0.0000	180.00°
BC 2	120.70	780.00'	120.70'	0.0000	180.00°
BC 3	120.70	780.00'	120.70'	0.0000	180.00°
BC 4	120.70	780.00'	120.70'	0.0000	180.00°
BC 5	120.70	780.00'	120.70'	0.0000	180.00°

BOUNDARY LINE TABLE

Line	Length	Angle	Distance	Delta
BL 1	120.70	180.00°	120.70'	180.00°
BL 2	120.70	180.00°	120.70'	180.00°
BL 3	120.70	180.00°	120.70'	180.00°

RIGHT-OF-WAY CURVE TABLE

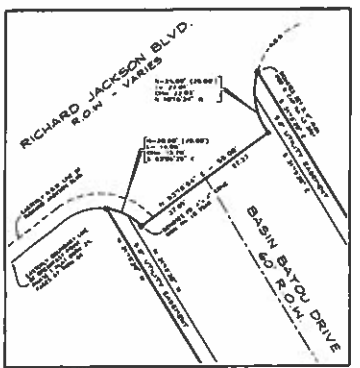
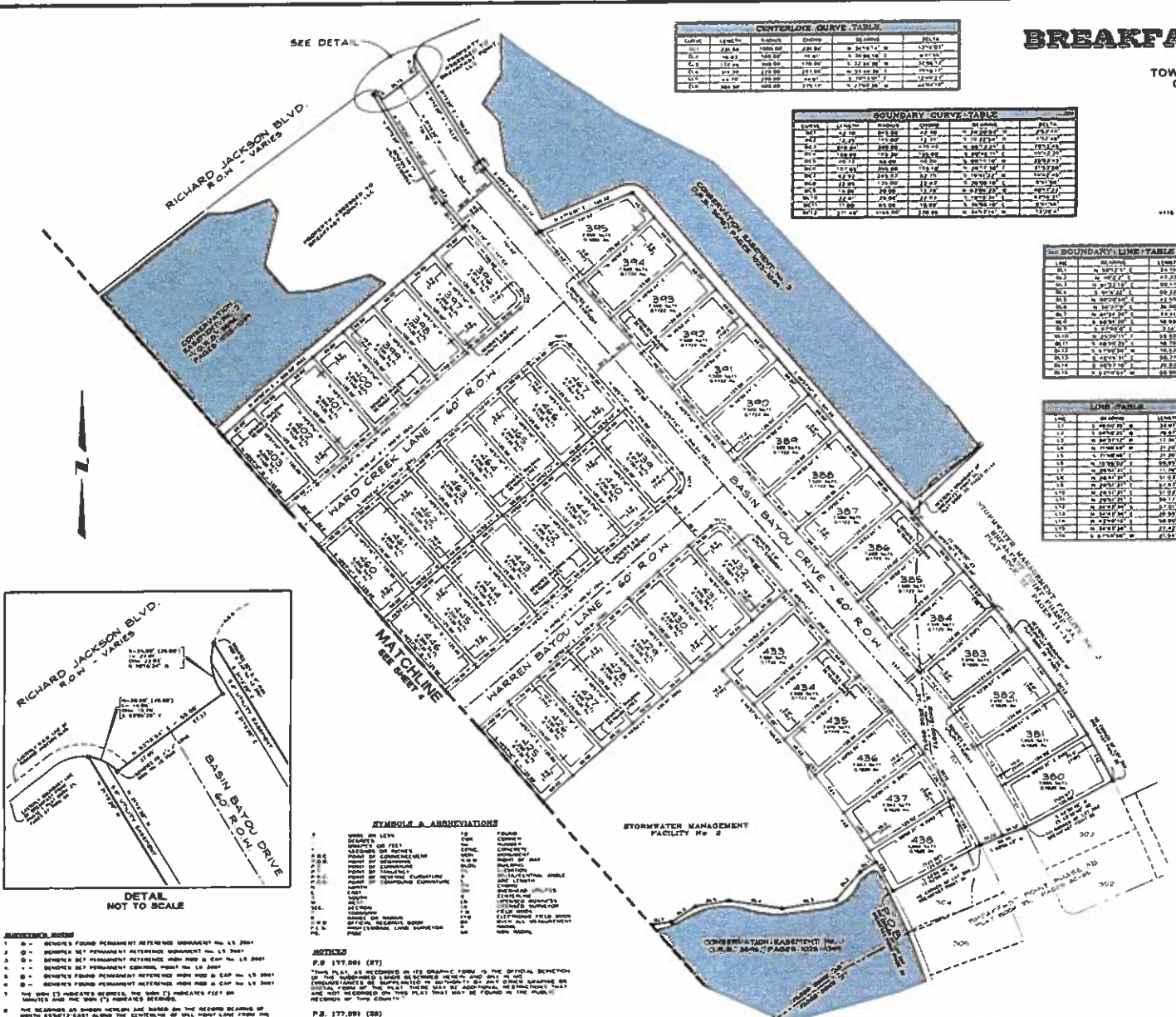
Curve	Length	Radius	Chord	Area	Delta
RC 1	120.70	780.00'	120.70'	0.0000	180.00°
RC 2	120.70	780.00'	120.70'	0.0000	180.00°
RC 3	120.70	780.00'	120.70'	0.0000	180.00°

LOTT TABLE

Lot	Area	Length
L 1	0.00	0.00'
L 2	0.00	0.00'
L 3	0.00	0.00'

LOTT DATA TABLE

Lot	Area	Length	Delta
L 1	0.00	0.00'	180.00°
L 2	0.00	0.00'	180.00°
L 3	0.00	0.00'	180.00°



SYMBOLS & ABBREVIATIONS

	Right of Way
	Easement
	Encroachment

REVISIONS
1. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
2. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
3. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
4. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
5. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
6. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
7. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
8. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
9. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
10. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007
11. BOUNDARY FOUND DISCREPANCY REFER TO SURVEYOR REPORT NO. 15 3007

INDEX
1) SHEET 1 OF 4 FOR RECORDATION AND APPROVAL
2) SHEET 2 OF 4 FOR RECORDATION
3) SHEET 3 OF 4 FOR LOT DATA AND DIMENSIONS
4) SHEET 4 OF 4 FOR LOT DATA AND DIMENSIONS

SHEET 3 OF 4 SHEETS
(LOT DATA AND DIMENSIONS)

REGULAR ITEM

11



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

12/13/2018

3. REQUESTED MOTION/ACTION:

Approve the Plat for the Nautilus Commercial Development.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO
BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Nautilus Commercial development is generally located on the northwest corner of Panama City Beach Parkway and Nautilus St. This is a 7 lot commercial subdivision with the future access remaining private. The public hearing to consider this plat has been publicly advertised. At the time of this memo, there are still outstanding items that must be addressed on the plat itself. If all of this has not been completed by the time of the Council meeting, staff will request the hearing to be continued.

Staff has reviewed the subject plat and determined that, if addressed, it will meet applicable requirements.

NAUTILUS COMMERCIAL

A SUBDIVISION OF A PORTION OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA

DESCRIPTION
 A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, THENCE N 89°28'47" W, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 293.00 FEET TO THE SOUTHWEST EXTENSION OF THE CENTERLINE OF GULF BOULEVARD (80 FEET WIDE), THENCE S 134°37'00" W, ALONG SAID CENTERLINE OF GULF BOULEVARD, FOR A DISTANCE OF 105.00 FEET TO THE WESTERN EXTENSION OF THE SOUTH LINE OF SAID CERTAIN PARCEL, DESCRIBED IN OFFICIAL RECORDS BOOK 2018, PAGE 2913, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, THENCE S 89°28'47" W, ALONG SAID WESTERN EXTENSION AND SOUTH LINE, FOR A DISTANCE OF 874.17 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S 89°28'47" W, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 325.83 FEET TO THE EAST LINE OF SAID PARCEL, DESCRIBED IN OFFICIAL RECORDS BOOK 2018, PAGE 2913, THENCE N 89°28'47" W, ALONG SAID EAST LINE, FOR A DISTANCE OF 121.11 FEET, THENCE E 89°28'47" W, FOR A DISTANCE OF 105.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NAUTILUS STREET (150 FEET WIDE).

THENCE S 30°34'18" W, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 808.40 FEET TO THE NORTHEASTLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 90 (ALSO KNOWN AS STATE ROAD 30-A AND PANAMA CITY BEACH PARKWAY) (80 FEET WIDE).

THENCE N 81°11'42" W, ALONG SAID NORTHEASTLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 320.00 FEET, THENCE E 30°34'18" W, ALONG SAID NORTHEASTLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 293.00 FEET, THENCE N 89°28'47" W, ALONG SAID WESTERN EXTENSION AND SOUTH LINE, FOR A DISTANCE OF 118.44 FEET TO THE SOUTH LINE OF SAID CERTAIN PARCEL, DESCRIBED IN OFFICIAL RECORDS BOOK 3982, PAGE 1372, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

THENCE N 89°28'47" W, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 61.18 FEET TO THE EAST LINE OF SAID PARCEL, DESCRIBED IN OFFICIAL RECORDS BOOK 3982, PAGE 1372, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

THENCE N 89°28'47" W, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 43.70 FEET TO THE POINT OF BEGINNING, CONTAINING 2.8003 ACRES, MORE OR LESS.

NOTICE
 THIS PLAN AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LANDS DESCRIBED HEREIN AND WILL ON DISCREPANCIES BE SUPPLEMENTED BY ANY LONGER GRAPHIC OR DIGITAL FORM OF THIS PLAN, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE
 ALL DEDICATED PUBLIC UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED BY ANY ENTITY. CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL BE THE RESPONSIBILITY OF THE CABLE TELEVISION SERVICE PROVIDER. THE CABLE TELEVISION SERVICE PROVIDER SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES THE SECTION SHALL NOT APPLY TO THOSE DAMAGE CLAIMS OR OTHER DAMAGES TO OR CAUSED BY A PARTICULAR CABLE TELEVISION SERVICE PROVIDER. THE CABLE TELEVISION SERVICE PROVIDER SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES THE SECTION SHALL NOT APPLY TO THOSE DAMAGE CLAIMS OR OTHER DAMAGES TO OR CAUSED BY A PARTICULAR CABLE TELEVISION SERVICE PROVIDER. THE CABLE TELEVISION SERVICE PROVIDER SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES THE SECTION SHALL NOT APPLY TO THOSE DAMAGE CLAIMS OR OTHER DAMAGES TO OR CAUSED BY A PARTICULAR CABLE TELEVISION SERVICE PROVIDER.

DEDICATION
 THE ST. JOE COMPANY, A FLORIDA CORPORATION (HEREINAFTER REFERRED TO AS "OWNER"), HEREBY STATES AND DECLARES THAT IT IS THE FREE AND SOLE OWNER OF THE LANDS DESCRIBED IN THE LEGAL DESCRIPTION SHOWN HEREON, WHICH LAND SHALL HEREAFTER BE KNOWN AS "NAUTILUS COMMERCIAL." THAT OWNER HAS CAUSED SAID LAND TO BE SURVEYED AND SUBDIVIDED, AND THIS PLAN, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAN OF SAID LAND.
 OWNER HEREBY DEDICATES AND CONVEYS TO FILE SIMPLE TRACT A, B, C, D, E, F, G, H, I, J AND K IN THE PUBLIC RECORDS, OWNER'S ASSOCIATION AS COMMON AREA FOR DRAINAGE, UTILITY, ACCESS-ROADS, PURPOSES AND OTHER PURPOSES SET FORTH IN THE NAUTILUS COMMERCIAL OWNERS ASSOCIATION CHARTER IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

IN WITNESS WHEREOF, THE ST. JOE COMPANY, A FLORIDA CORPORATION, HAS CAUSED THIS DEDICATION TO BE MADE THIS ____ DAY OF _____, 2018.

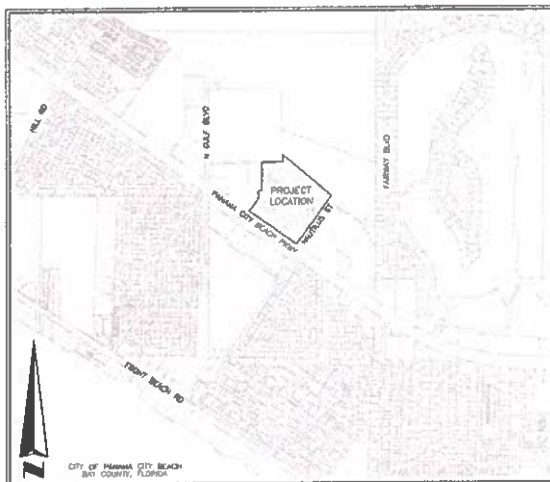
SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:
 OWNER: THE ST. JOE COMPANY, A FLORIDA CORPORATION

BY _____ ATTEST: _____
 WITNESS
 SIGNER'S NAME _____
 BY _____ ATTEST: _____
 WITNESS
 Printed Name _____

STATE OF FLORIDA / COUNTY OF BAY
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2018, BY _____ OF THE ST. JOE COMPANY, A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION. HE IS EITHER PERSONALLY KNOWN TO ME OR HAS PROVIDED A DEDICATION.

WITNESS MY HAND AND THE SEAL OF SAID OFFICE:
 NOTARIAL PUBLIC, STATE OF FLORIDA
 My Notary Commission Expires: _____

LEGEND
 (D) = DEED DATA
 DOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 ID = IDENTIFICATION
 LB = PROFESSIONAL SURVEYING AND MAPPING BUSINESS
 O.R.B. = OFFICIAL RECORDS BOOK
 P.O. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 POS = PROFESSIONAL SURVEYOR AND MAPPING
 R/W = RIGHT-OF-WAY
 SSC = SOUTHEASTERN SURVEYING AND MAPPING CORP.
 C = PERMANENT REFERENCE MONUMENT



VICINITY MAP
 (NOT TO SCALE)

SURVEYOR'S NOTATIONS
 1) MEASUREMENTS ARE BASED ON THE NORTH LINE OF THE SUBJECT PROPERTY ACCORDING TO THE RECORD DEED, BEING S 89°28'47" W.
 2) BASED UPON REVIEW OF THE FEDERAL BUREAU OF SURVEY (FBI) FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 1309030201N, IN EFFECTIVE DATE OF JUNE 2, 2008, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" AND FLOOD ZONE "A".
 3) THE APPROXIMATE FLOOD ZONE BOUNDARIES SHOWN HEREON ARE BASED ON THE DIGITAL FIRM PROVIDED BY FEMA AND HAVE NOT BEEN FIELD VERIFIED.
 4) FLOOD ZONES MAY CHANGE IF FEMA REEVALUATES THE FLOOD HAZARD FOR THE AREA SHOWN HEREON.

TITLE CERTIFICATE
 I, CANDY A. TAYLOR, ATTORNEY WITH FIRST NATIONAL TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT: (1) THE LAND DESCRIBED AND SHOWN ON THIS PLAN IS IN THE NAME OF THE PERSON, PERSONS, CORPORATION OR ENTITY EXECUTING THE DEDICATION ON THIS PLAN; (2) THE DEVELOPER OF THE PLATTED SUBDIVISION HAS RECORD TITLE TO THE LAND; (3) THERE ARE NO UNSATURATED MORTGAGES OF RECORD AGAINST SAID LAND, EXCEPT AS SHOWN ON THIS PLAN; AND (4) THE TAXES FOR THE YEAR 2018 HAVE BEEN PAID.

DATED THIS ____ DAY OF _____, 2018.
 BY: _____
 CANDY A. TAYLOR
 FLORIDA B.A.P. # _____

TAX COLLECTOR'S STATEMENT
 I, CHECK PRINCE, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR ____ TO THE BEST OF MY KNOWLEDGE.

CRACK HERBEE, BAY COUNTY TAX COLLECTOR DATE _____

CITY COUNCIL PERSON
 WE HEREBY CERTIFY THAT THIS PLAN AND DEDICATION, TOGETHER WITH ALL CERTIFICATES SHOWN HEREON HAS BEEN EXAMINED IN REGULAR SESSION AND DULY APPROVED BY A MAJORITY OF THE COUNCIL, AND IS HEREBY ORDERED FILED FOR FURNISHMENT RECORD THIS ____ DAY OF _____, 2018.

 Mayor

 Council Member Ward 1

 Council Member Ward 3

 Council Member Ward 2

 Council Member Ward 4

CITY MANAGER'S CERTIFICATE
 THIS IS TO CERTIFY THAT I, WARD OSBERT, CITY MANAGER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAN, "NAUTILUS COMMERCIAL," AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA.

SIGNED ON THIS ____ DAY OF _____, 2018.
 BY: WARD OSBERT / CITY MANAGER
 CITY OF PANAMA CITY BEACH, FLORIDA

CIRCUIT CLERK'S CERTIFICATE
 I, BILL MICHAEL, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAN IS IN CONFORMANCE WITH THE APPLICABLE LAWS OF BAY COUNTY, FLORIDA, AND THAT SAID PLAN IS HEREBY FILED FOR RECORD THIS ____ DAY OF _____, 2018, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, IN PLAT NUMBER _____.

BY: BILL MICHAEL
 CLERK OF THE CIRCUIT COURT
 BAY COUNTY, FLORIDA

CITY ENGINEER'S CERTIFICATE
 THIS IS TO CERTIFY THAT I, KELLY B. JENNINGS, P.E., CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAN, "NAUTILUS COMMERCIAL," AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA.

SIGNED ON THIS ____ DAY OF _____, 2018.
 BY: KELLY B. JENNINGS, P.E. / CITY ENGINEER
 CITY OF PANAMA CITY BEACH, FLORIDA
 LICENSE NUMBER 98702

CITY ENGINEER'S CERTIFICATE
 I, JOHNNIE H. OSBORN, P.E., UNDER CONTRACT WITH THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE REVIEWED THIS PLAN AND FIND THAT IT CONFORMS TO CHAPTER 177, PART II, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED ON THIS ____ DAY OF _____, 2018.
 BY: JOHNNIE H. OSBORN, P.E. / ENGINEER
 PROFESSIONAL SURVEYOR & MAPPING
 LICENSE NUMBER 13681

SURVEYOR'S CERTIFICATE
 I, JOHN R. LOTT, P.E., DO HEREBY CERTIFY THAT THIS PLAN, "NAUTILUS COMMERCIAL," WAS MADE UNDER MY RESPONSIBLE SUPERVISION AND SUPERVISION AND IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, AND THAT THIS PLAN COMPLES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART II, FLORIDA STATUTES, AND THAT THE PRESENT REPRESENTATION IS CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: _____
 BY: JOHN R. LOTT, P.E.
 FLORIDA LICENSE NUMBER 139100
 AUTHORIZED SIGNING AND MAPPING CORP.
 CERTIFICATE OF AUTHORIZATION NUMBER 98702
 LOTS 1-3300 WILLET WAY S.
 PANAMA CITY, FL 32404
 PHONE: 904-948-1776



NAUTILUS COMMERCIAL
 SHEET 1 OF 2 SHEETS

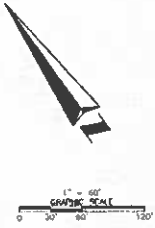
AGENDA ITEM #

NAUTILUS COMMERCIAL

A SUBDIVISION OF A PORTION OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA

TAX PARCEL #
33883-019-000
(O.R.B. 1218, P.C. 1821)

NOT A PART OF THIS PLAT



NOT A PART OF THIS PLAT

TAX PARCEL #
33884-008-000
(O.R.B. 2019, P.C. 243)

P.O.B.

LOT 1
2.85 ACRES

LOT 2
10.92 ACRES

LOT 3
1.14 ACRES

LOT 4
1.21 ACRES

LOT 5
1.10 ACRES

LOT 6
1.10 ACRES

LOT 7
1.30 ACRES

LOT 8
1.30 ACRES

TRACT A
2.085 ACRES

TAX PARCEL #
33885-008-000
(O.R.B. 1218, P.C. 1821)

NOT A PART OF THIS PLAT

P.O.C.

SE CORNER OF THE
NW 1/4 OF SECTION
21-35-188W-1142W 797.32'

SOUTH LINE OF THE
NW 1/4 OF SECTION
21-35-188W

U.S. HIGHWAY 98
(STATE ROAD 28-A / PANAMA CITY BEACH PARKWAY)
(200' R/W)

NOT A PART OF THIS PLAT



NAUTILUS COMMERCIAL

SHEET 2 OF 2 SHEETS

AGENDA ITEM #

11

REGULAR ITEM

12



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

12/13/2018

3. REQUESTED MOTION/ACTION:

Continue the Public Hearing regarding the Plat for the Shorewalk subdivision.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

As of this date, Staff has not received the Shorewalk Subdivision plat for review and comment.

Staff recommends continuance of the Public Hearing.

REGULAR ITEM

13



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL

2. MEETING DATE:

DECEMBER 13, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER FIRST READING OF ORDINANCE 1484 PERMANENTLY ESTABLISHING THE LIMITATIONS ON LOW SPEED VEHICLE RENTALS WITHIN THE CITY

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

ON FEBRUARY 23, 2017, THE COUNCIL ADOPTED ORDINANCE 1398, WHICH AMONG OTHER THINGS, LIMITED THE NUMBER OF LOW SPEED VEHICLES RENTED IN THE CITY TO 300. SECTION 22-105.5, WHICH MEMORIALIZED THIS LIMITATION, IS SCHEDULED TO SUNSET IN FEBRUARY 2019 UNLESS THE COUNCIL TAKES AFFIRMATIVE ACTION TO EXTEND IT. IF NO ACTION IS TAKEN, THE LIMITATION WILL EXPIRE AUTOMATICALLY ON FEBRUARY 23, 2019. NO OTHER PROVISIONS OF ORDINANCE 1398 ARE SUBJECT TO THE SUNSET.

ON NOVEMBER 8, 2018, THE COUNCIL DIRECTED STAFF TO PREPARE AN ORDINANCE WHICH MAKES THE LIMITATIONS ON LOW SPEED VEHICLES PERMANENT. ORDINANCE 1484 MEMORIALIZES THOSE LIMITATIONS AND CLARIFIES THE BUSINESSES ENTITLED TO RECEIVE MEDALLIONS FOR RENTAL OF LOW SPEED VEHICLES.

STAFF RECOMMENDS APPROVAL. IF APPROVED, THIS ORDINANCE WILL BE SCHEDULED FOR SECOND READING AND ADOPTION ON JANUARY 10, 2019.

ORDINANCE 1484

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE REGULATION OF AMUSEMENT VEHICLES; LIMITING THE NUMBER OF LOW SPEED VEHICLES RENTED IN THE CITY AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 23, 2016, the Council adopted Ordinance 1388, establishing a 6 month moratorium, which was extended by adoption of Resolution 16-82 and Ordinance 1399 until March 1, 2017 on the issuance of development orders and permits and on the processing of applications concerning motor vehicle sales, rental or service facilities on Front Beach Road or on a City road with a posted speed limit of 45 mph or less that connects directly to Front Beach Road, or permits relates to the establishment, change of use, expansion or altering of buildings or parking areas on property throughout the City on which low speed vehicles are offered or intended to be offered for rental; and

WHEREAS, after careful consideration of the analysis by City staff, testimony from the Chief of Police, City Manager, industry representatives, members of the City Council, and the public, the City adopted Ordinance 1398 on February 23, 2017; and

WHEREAS, Ordinance 1398, among other things, limited the number of low speed vehicles available for rent in the City to 300 with a provision to remove this limit two years after passage; and

WHEREAS, now, as then, the City Council finds that rented low-speed vehicles are amusements intended to fill the gap created by the reduction of rented motor scooters, as such low-speed vehicles are primarily made available for rent by the same businesses whose ability to rent motor scooters has been limited by Ordinance 1351-L; and

WHEREAS, now, as then, the City finds that the rented low-speed vehicles are **frequently** rented to persons who drive traditional motor vehicles to the City or adjacent unincorporated areas of Bay County, and thereafter rent the low-speed vehicles upon their arrival to town as an amusement to enjoy the sights and sounds of Front Beach Road rather than as a means of transportation around and throughout the community (since their operation in fact is limited to Front Beach Road and adjacent neighborhood roads with a posted speed limit of 35mph or less); and

WHEREAS, although low speed vehicles are safer, due to being stabilized by four wheels, many rental operators become so enthralled with the entertainment of the ride, and interacting with their fellow passengers, that they fail to heed to rules of the road and forget they are operating a motor vehicle. This increased distraction makes low speed vehicles more susceptible to violations of the Uniform Traffic Code and thus requires increased enforcement by the City Police Department; and

WHEREAS, the City Police Department is without adequate resources to monitor and enforce the Uniform Traffic Code as the number of low speed vehicles increase throughout the City. The Chief of Police reported to the City Council that his department is able to effectively enforce the current regulations on the low speed vehicle market; and

WHEREAS, the Council finds that due to their lower top speed of 25 miles per hour, low speed vehicles increase congestion by slowing other vehicles behind them. As the number of low speed vehicles increase, congestion increases on the City's already crowded roads; and

WHEREAS, the Council finds that it must prevent increased congestion on its already failing roads by limiting the amount of low speed vehicles rented throughout the City and desired to make the cap on available low speed vehicles permanent; and

WHEREAS, limiting the amount of low speed vehicles will allow the City to better police the action of all travelers upon its roads; and

WHEREAS, limiting the number of low speed vehicles available shall encourage responsibility by the vehicle owners to maintain each vehicle and ensure that renters are properly educated on safe methods of operation; and

WHEREAS, the City finds that allowing 300 low speed vehicles to be available for rent allows the industry to meet the demand of the its customers while also preventing undue hardship on the City's roads, infrastructure and Police Department; and

WHEREAS, the City finds that, due to the limited number of low speed vehicles that will be permitted to be rented in the City, no single business, owner, or principal should be allowed to monopolize the industry through the purchase of all, or substantially all, of the available rental medallions. Monopolization stifles competition, innovation, and consumer choice. In order to avoid monopolization and promote competition, innovation, and consumer choice, the City finds that no single business, owner, or principal should be granted more than 1/6 of the available rental medallions; and

WHEREAS, the City otherwise finds that Ordinance 1398 was successful in its goals and should be continued.

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

SECTION 1. From and after the effective date of this ordinance, Chapter 22 of the Code of Ordinances of the City of Panama City Beach related to Traffic and Motor Vehicles, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 22-105.5. – Limitation on number of Low Speed Vehicles to be rented in the City.

(a) The **total** number of ~~L~~ow speed vehicles available for rental in the City shall not exceed 300.

(b) **Except as otherwise provided herein, only Low Speed Vehicle Rental Businesses, or their lawful successor(s) under §§ 22-105.5(e) or affiliated entities under 22-105.5(c), may offer low speed vehicles for rent in the City. On the effective date of this Ordinance, Low Speed Vehicle Rental Businesses shall be limited to offering for rental in the City the number of Low speed vehicles such business had registered with the City for rental on May 12, 2016, or such higher numbers as are registered pursuant to section 22-105.5(e). For purposes of this Ordinance, "Low Speed Vehicle Rental Business" shall mean those unique and unaffiliated businesses lawfully engaging in the rental of registered low speed vehicles in February 2017, more specifically the following named entities:**

- (1) Classy Cycles, dba California Cycles/Outlaw Cycles
- (2) Classic Rentals, Inc.
- (3) MOT Dead Sea, Inc., dba King of Scooters
- (4) The Hangout by the Sea
- (5) Sara's Rentals, Inc.
- (6) Bike the Beach PCB

(c) Each Low Speed Vehicle Business delineated in section (b) shall **may** apply for and be granted up to 50 ~~L~~ow speed vehicle medallions in accordance with procedures of section 22-105 of this chapter and as designated by the Chief of Police. **The number of low speed vehicles offered for rent in the City by a Low Speed Vehicle Rental Business shall not exceed the number of medallions possessed by that business. Businesses sharing a common owner or principal with a Low Speed Vehicle Rental Business, herein "affiliated entities," shall, with both entities written consent, also be entitled to apply for medallions from the City and offer low speed vehicles for rent in the City by applying to the City with proof of such affiliation, and consent, and receiving approval by the City. The total number of low speed vehicles offered for rent in the City by a Low Speed Vehicle Rental Business and its affiliated entities shall not exceed 50.**

(d) The City shall prepare and issue for each Low Speed Vehicle Rental Business an **appropriate** number of medallions unique to that business, ~~and~~ ~~e~~Each Low speed vehicle available for rent ~~at~~ **by** a Low Speed Vehicle Rental Business must have one of those medallions affixed to it. Failure to register a low speed vehicle pursuant to Section 22-105 will result in the loss

Ord. 1484
Page 3 of 5

of medallions to which a Low Speed Vehicle Rental Business may be entitled, though such businesses shall be permitted to obtain medallions pursuant to section (e) herein.

(e) Once issued, Low speed vehicle medallions may only be transferred by a Low Speed Vehicle Rental Business to another person or entity under the following conditions:

(1) when all, but no less than all, of the issued medallions unique to ~~the~~ an existing business are conveyed to a third party, in conjunction with a the sale of the existing business to that same third party. Any rights to unissued medallions of the existing business shall not survive any sale pursuant to this section; and

(2) if any real property interests are being conveyed by an existing business to a third party as part of the transaction contemplated above in order for such third party to carry on the rental of low speed vehicles at a certain location, the use and structures on the real property conveyed conform to the standards for Low Speed Vehicle Rental Businesses set forth in Section 5.04.07 of the City's Land Development Code. The third party to whom a low speed vehicle rental business is transferred shall enjoy no grandfathering from the requirements of Section 5.04.07 of the City's Land Development Code.

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

SECTION 3. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances and the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

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

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2019.

MAYOR

Published in the _____ on the ____ day of _____, 2018 and on the ____ day of _____, 2019.

Posted on pcbgov.com on the ____ day of _____, 2018.

REGULAR ITEM

14



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/COUNCIL

2. MEETING DATE:
DECEMBER 13, 2018

3. REQUESTED MOTION/ACTION:
APPROVE NON-EXCLUSIVE FRANCHISE AGREEMENTS FOR RESIDENTIAL SOLID WASTE COLLECTION WITH 5 HAULERS CURRENTLY PROVIDING THAT SERVICE ON THE ISLAND

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The collection of garbage, trash, refuse and waste materials is necessary for the preservation of the health, safety and welfare of the City of Panama City Beach and surrounding areas. As part of pending Ordinance 1465, residential solid waste collection shall become mandatory throughout the City.

The City desires to ensure that solid waste services are provided to residents by competent, experienced, and responsible haulers. The City may delegate the performance of garbage collection within the City to private firms by contract let by advertised, competitive bids, and on November 21, 2018 requested proposals from haulers with extensive current experience providing these services in the City or on the Island.

Six haulers responded, and after review of the proposals, staff recommends the City award non-exclusive franchises to five of those responding haulers.

RESOLUTION 19-33

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING NON-EXCLUSIVE RESIDENTIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENTS BETWEEN THE CITY AND BCC WASTE SOLUTIONS, MR. TRASH, NATE'S SANITATION, WASTE MANAGEMENT OF FLORIDA AND WASTE PRO OF FLORIDA; DIRECTING THE CITY MANAGER TO INVESTIGATE THE RESOURCES NECESSARY TO EFFECT THE CITY'S BILLING AND COLLECTION OF SOLID WASTE COLLECTION FEES ON THE CITY WATER BILL; AUTHORIZING A BILLING AMENDMENT TO THE FRANCHISE AGREEMENT UNDER CERTAIN LIMITED CIRCUMSTANCES SET FORTH IN THE BODY OF THE RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City issued a request for proposals for residential solid waste collection services from haulers currently providing such service in the City or in unincorporated Bay County between the City and the Hathaway Bridge, West Bay Bridge or Philips Inlet (the "Island"); and

WHEREAS, the City has received and evaluated the responses received from the haulers desiring to provide residential solid waste collection service and willing to accept the term and conditions of the City's franchise.

NOW THEREFORE BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Residential Collection Unit Services Agreement between the City and BCC Waste Solutions, Mr. Trash, LLC, Nate's Sanitation Service, Inc., Waste Management, Inc. of Florida, and Waste Pro of Florida, Inc., relating to residential solid waste collection services in the City.
2. The general form of the Residential Collection Unit Services Agreement attached, incorporated and marked Exhibit A is approved for all five firms listed above, in substantially the form attached and presented to the Council today, draft dated December 3, 2018, with such changes, insertions or

omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

3. The appropriate officers of the City are authorized and directed to investigate the resources necessary to effect the City's collection of solid waste collection fees billed to solid waste customers in the City or on the Island. Upon the City Manager's determination that the City is able to undertake responsibility for this obligation, and that assumption of this obligation is in the best interests of the City, the City Manager is hereby expressly authorized to negotiate and execute a uniform amendment to the Residential Collection Unit Services Agreement addressing the transfer of this obligation from the haulers to the City, which amendment shall be uniform across all Agreements then in effect (the "Billing Amendment"). The City Manager shall not be authorized to execute a Billing Amendment where the effect of the Billing Amendment is to increase solid waste collection fees then billed to customers without the approval of the City Council.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**RESIDENTIAL COLLECTION
UNIT SERVICES AGREEMENT**

between

CITY OF PANAMA CITY BEACH, FLORIDA

and

Exhibit A

**SOLID WASTE COLLECTION AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH, FLORIDA
AND**

FOR

RESIDENTIAL COLLECTION UNIT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__ between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation of the State of Florida (hereinafter "City") and _____ (hereinafter "Contractor").

WHEREAS, City issued Request for Proposal (hereinafter "RFP") for Residential Collection Services; and

WHEREAS, Contractor has voluntarily applied for a Franchise pursuant to City Ordinance ____ and accepted the terms and conditions thereof and hereof; and

WHEREAS, Contractor desires to provide Collection services specified hereinafter; and

WHEREAS, City has received and evaluated bids from several bidders in response to RFP, and

WHEREAS, on _____, City Council adopted Resolution 19-33 which authorized execution of this Agreement by City and Contractor; and

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, City and Contractor agree that the following recitals are true, complete and not misleading, and further agree as follows:

SECTION 1: DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings as set forth in this Section. The words “shall,” “will,” and “must” are always mandatory and not merely discretionary. The word “may” indicates something that is not mandatory but permissible. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Agreement; the term “heretofore” shall mean before the date of adoption of this Agreement; and the term “hereafter” shall mean after the initial date of adoption of this Agreement. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing Persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender.

“Agreement” – Agreement shall mean this written document and all appendices and amendments hereto, between City and Contractor, governing the provision of Collection Services.

“Backdoor” – Backdoor shall mean a location at the front, side or rear of a structure acceptable to both the Customer and Contractor for Residential Unit Collection Service. If a location cannot be agreed upon by the Customer and Contractor, Contract Administrator shall designate the location for Backdoor Residential Collection Service.

“Backdoor Residential Collection Service” – Backdoor Residential Collection Service shall mean Solid Waste Collection Service from adjacent to a back door, side door or other location proximate to a residence and easily accessible to the resident, and shall include wheeling the Cart to the curb to be emptied and returning the Cart to where it was found.

“Bin” – Bin shall mean a Recycling Bin.

“Biological Waste” – Biological Waste shall mean any solid or liquid waste that carries a relatively low risk of causing disease or infection to humans if not properly handled and includes, but is not limited to, dead animals or animal carcasses and large quantities of putrefied waste regardless of whether contained in a sealed vessel. The term does not include human remains that are disposed of by Persons licensed under Florida Statutes chapter 497. See Special Wastes.

“Biomedical Waste” – Biomedical Waste shall mean any solid or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to Persons outside the generating facility. The term does not include human remains that are disposed of by Persons licensed under Florida Statutes chapter 497. See Unacceptable Wastes.

“Bulk Waste” – Bulk Waste shall mean any combination of Yard Waste, Special Waste and/or White Goods. Bulk Waste shall not include Solid Waste and Unacceptable Waste.

“Bulk Waste Collection Services” – Bulk Waste Collection Services shall mean the Collection of loose (not bagged or bundled) Bulk Waste and delivery to Disposal Facility by Contractor.

“Business Day” – Business Day shall mean any day, Monday through Friday, from 8 AM, local time until 5 PM, local time, except City recognized holidays described in Section 10 of this Agreement.

“Cart” – Cart shall mean a Solid Waste Cart.

“Change in Law” – Change in Law shall mean the adoption, promulgation or other written change in any federal, State or local law, regulation, rule or ordinance after the Effective Date of this Agreement.

“City” – City shall mean the City of Panama City Beach, Florida a municipal corporation of the State of Florida; and shall include City’s elected officials, officers, employees, agents, volunteers and representatives.

“City Council” – City Council shall mean the governing body of the City of Panama City Beach, Florida.

“Collection” – Collection shall mean the act of picking up Solid Waste or Bulk Waste and delivery of Solid Waste or Bulk Waste to Disposal Facility.

“Commencement Date” – Commencement Date shall mean January 1, 2019, at 12:01 AM, local time.

“Compactor” – Compactor shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, as may be more specifically defined by the Contractor Administrator.

“Construction and Demolition Debris” – Construction and Demolition Debris shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of Solid Waste will cause the resulting mixture to be classified as other than Construction and Demolition Debris. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (b) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition

of Construction and Demolition Debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and

(c) De minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

“Container” – Container shall mean Compactors, Dumpsters, and Roll-offs.

“Contract Administrator” – Contract Administrator shall mean City Manager of the City, or his designee or designees, who shall represent City in the administration and supervision of this Agreement.

“Contract Year”– Contract Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of this Agreement.

“Contractor” – Contractor shall mean and include Contractor’ and Contractor’s permitted assignees and subcontractors.

“Curbside” - Curbside shall mean located sufficiently close the street for Contractor to service the Cart or, as applicable, pick up Bulk Waste. If a Curbside location cannot be agreed upon by the customer and Contractor, Contract Administrator shall designate the Curbside location.

“Disaster Debris” - Debris generated by a storm named by the National Oceanic and Atmospheric Administration (NOAA).

“Disposal Facility” – Disposal Facility shall mean a Solid Waste transfer station or any Solid Waste management facility that is the final resting place for Solid Waste, including Landfills and incineration facilities that produce ash from the process of incinerating municipal Solid Waste.

“Dispose”, “Disposed” or “Disposal” – Dispose, Disposed, or Disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or Bulk Waste into or upon any land or water so that such Solid Waste or Bulk Waste may enter other lands or be emitted into the air or discharged into any waters, including ground waters, or otherwise enter the environment.

“Dumpster” – Dumpster shall mean any Container, excluding Compactors, with a tight fitting lid and a minimum capacity of one (1) cubic yard, a maximum capacity of eight (8) cubic yards, as may be more specifically defined by the Contractor Administrator.

“Enclosure” – Enclosure shall mean any structure designed for the storage of Carts.

“Event of Default” – Event of Default shall mean an event specified in this Agreement as an Event of Default.

“Franchise Fees” – Franchise Fee shall mean the charge for the Contractor’s use of present and future streets, alleys, bridges, easements, and other public places in the Service Area.

“Garbage” – Garbage shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, plastics, cans and every accumulation of trash and animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

“Hazardous Waste” – Hazardous Waste shall mean explosives, radioactive waste, Biomedical Waste or any other waste which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include Special Wastes or human remains that are disposed of by Persons licensed under Florida Statutes chapter 497.

“Improper Set-out” – Improper Set-out shall mean the failure of the customer to set out the Cart in a manner and location as described in the Operations Plan.

“Late Set Out” - Late Set Out shall mean failure of the customer to set out the Cart by the time established in the Operations Plan.

“Missed Collection” - Missed Collection shall mean failure to empty and collect on the scheduled day a Cart that was Set Out.

“Operations Plan” – Operations Plan shall mean the means of providing collection service proposed by the Contractor and approved by the City.

“Person” – Person shall mean any and all Persons, natural or artificial, including any individual, firm, or association; any municipal or private corporation organized or existing under the laws of this State or any other state; any county of this state; and any governmental agency of this State or the Federal Government.

“Residential Collection Unit Services” – Residential Collection Unit Services (sometimes “Collection Services” herein) shall mean Solid Waste Collection Services and Bulk Waste Collection Services for Residential Service Units.

“Residential Service Unit” – Residential Service Unit shall mean a single family residence located in the Service Area. At the sole discretion of Contract Administrator based upon location, appearance and the absence of a public or private nuisance, a small business or a multi-family residential establishment, or residential accessory establishments owned by an association or commonly by members of an association, may from time to time be considered a Residential Service Unit(s) and therefore be permitted to utilize Solid Waste Cart(s). The term Residential Service Units shall not include establishments utilizing Container(s) for the accumulation and set-out of Solid Waste regardless of the use or purpose of the establishment. A City facility utilizing a Solid Waste Cart(s) shall be deemed a Residential Service Unit.

“Roll-off” – Roll-off shall mean any Container, excluding Compactors and Dumpsters, with a capacity of greater than eight (8) cubic yards which is normally loaded onto a motor vehicle and transported to a Disposal Facility, as may be more specifically defined by the Contractor Administrator.

“Scavenge” – Scavenge shall mean the unauthorized removal of Solid Waste or Bulk Waste after the generators thereof divest physical control.

“Scenic Corridor”- Scenic Corridor shall mean those portions of the roads listed upon attached Appendix B which lie within the Service Area.

“Scenic Corridor Collection Service” – Scenic Corridor Collection Service shall mean Residential Unit Collection Service where the Cart is located at the door of a structure or behind a structure, screen or other enclosure and shall include wheeling the Cart to the curb to be emptied and returning the Cart to where it was found.

“Service Area” – Service Area shall mean the entire area of the City from time to time established. The Service Area shall at all times during this Agreement include all property within the corporate limits of the City of Panama City Beach. The Service Area may include property within the unincorporated portions of Bay County lying between the City limits and Philips Inlet bridge, West Bay Bridge, or Hathaway Bridge.

“Set Out” - Set Out shall mean the proper preparation and placement of Solid Waste for Collection at the Residential Service Unit, in accordance with the Operations Plan.

“Sludge” – Sludge shall include the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste Disposal appurtenances.

“Small Business” – Small Businesses shall mean a commercial operation electing to use Residential Unit Collection Service. A small business shall be permitted no more than three Carts and shall be required to switch to a Container (not Residential Unit Collection Service) if the Carts overflow on more than a rare and isolated basis.

“Solid Waste” – Solid Waste shall mean Garbage and Trash whether in solid, liquid, semisolid, or contained gaseous form. Solid Waste shall not include Bulk Waste and Hazardous Waste.

“Solid Waste Cart” – Solid Waste Cart shall mean a receptacle with wheels with a capacity of up to approximately 95 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Solid Waste. All such Waste Carts must be clearly marked in a manner as approved by City.

“Solid Waste Collection Services” – Solid Waste Collection Services shall mean the Collection of Solid Waste and delivery to a Disposal Facility by Contractor.

“Special Pick-up Service” – Special Pick-up Service shall mean Residential Unit Collection Services provided by Contractor on a day other than the scheduled Collection day.

“Special Wastes” – Special Wastes shall mean solid or liquid wastes that can require special handling and management, including, but not limited to, waste tires, homeowner produced Construction and Demolition Debris, ash residue, Biological Wastes, bulky waste such as furniture, discarded appliance parts, other household items, metals and scrap metal, duct work, sheet metal, light iron and unprepared scrap iron, and debris.

“State” – State shall mean the State of Florida.

“Term” -- Term shall include the initial term and any successive renewal term(s) elected by the City.

“Trash” – Trash shall mean any residential household accumulation of useless material other than Garbage, Yard Waste, Special Waste, Hazardous Waste, or Unacceptable Waste.

“Unacceptable Waste” – Unacceptable Waste shall include ash residue, fuel tanks, Sludge, commercial Construction and Demolition Debris, Hazardous Waste, used oil, lead-acid batteries and Biomedical Waste,

“White Goods” – White Goods shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic, large appliances. White Goods shall include freon and non-freon containing appliances.

“Yard Waste” – Yard Waste shall mean vegetative matter resulting from landscaping maintenance and minor land clearing operations and includes accumulations of shrubbery, cuttings, leaves, grass cuttings, palm fronds, tree trimmings, tree limbs and split trunks, mulch and associated rocks and soils.

“Tipping Fee” – Tipping Fee shall mean the fee collected by the operator of the Disposal Facility as compensation for accepting the delivery of Solid Waste or Bulk Waste.

SECTION 2: RESERVED

SECTION 3: REPRESENTATIONS

3.1 Representations by City

City represents to Contractor that City is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

3.2 Representations by Contractor

Contractor represents to City that:

- 3.2.1 Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
- 3.2.2 Contractor has obtained all applicable environmental and other governmental permits, licenses and authorizations that are (a) necessary for Residential Unit Collection Services and (b) required to be issued under Federal, State, local law, regulation, rule or ordinance.
- 3.3.3 Contractor has obtained and submitted to City (a) certificates of insurance for all required insurance coverages specified in this Agreement and (b) documentation of performance bond as required by this Agreement.
- 3.3.4 To the best of Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Contractor of its obligation hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by Contractor in connection with the transactions contemplated hereby.

SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT

4.1 Effective Date

This Agreement shall become effective immediately upon execution but the obligations of the parties shall take effect on the Commencement Date.

4.2 Term of Agreement

4.2.1 Initial Term

Unless sooner terminated in accordance with the provisions in this Agreement, the term of this Agreement shall commence on the Commencement Date, and shall continue in effect for a period of three years.

4.2.2 Option to Renew

After the initial term as defined in Section 4.2.1 of this Agreement, City shall have the option at its sole discretion to renew for up to three (3) additional, consecutive terms of two (2) years each. To exercise its option, City shall provide written notice to Contractor no later than ninety (90) calendar days preceding the scheduled date of expiration. This provision in no way limits City's right to terminate this Agreement at any time during the initial term or any renewal term thereof pursuant to the provisions in this Agreement.

SECTION 5: RESIDENTIAL COLLECTION UNIT SERVICES

5.1 Non-Exclusive Franchise

Contractor is granted a non-exclusive franchise to provide Residential Unit Collection Services to any Residential Services Units located within the Service Area, and if requested facilities owned or operated by City, in accordance with this Agreement. Contractor shall collect, transport, and dispose or recycle all Solid Waste and Bulk Waste generated by each Residential Service Unit in the Service Area in compliance with the requirements contained in this Agreement. Contractor shall be responsible for all costs associated with its activities including payment of disposal fees, franchise fees, permit fees, and other costs.

5.2 Residential Collection Unit Services

5.2.1 Solid Waste Collection Services

Contractor shall be required to provide Solid Waste Collection Services via Solid Waste Cart(s) to each Residential Service Unit in the Service Area requesting service, subject to the terms and conditions of this Agreement and uniform rates and policies established by Contractor and fairly and evenly applied to all persons similarly situated.

Contractor shall provide Solid Waste Collection Service on the scheduled days and routes approved by Contract Administrator.

All Solid Waste Collection Service may be Curbside, except where Backdoor or Scenic Corridor Collection Service is required.

5.2.2 Bulk Waste Collection Services

Contractor may be required to provide curbside Bulk Waste Collection Service to each Residential Service Unit in the Service Area for which Contractor provides any Collection service under this Agreement, subject to the terms and conditions of this Agreement and uniform rates and policies established by Contractor and fairly and evenly applied to all persons similarly situated. Bagging or bundling of Bulk Waste shall not be required.

Contractor shall provide routine Bulk Waste Collection Service on the scheduled days and routes approved by Contract Administrator.

Contractor shall leave the collection area in a neat, clean and raked condition.

5.2.3 Customer Option Backdoor Residential Unit Collection Services

Contractor may make available Backdoor Residential Collection Services for Solid Waste from single family residences within the Service Area. All Backdoor Residential Collection Services shall be provided on the same days that Solid Waste Collection Service would have been provided to the residence if the residence had not requested Backdoor Residential Collection Services. Contractor may charge additional fees for providing optional Backdoor Residential Collection Services.

5.2.4 Medical Backdoor Residential Unit Collection Services

Contractor shall be required to provide Backdoor Residential Collection Services for Solid Waste from single family residences within the Service Area approved by City for medical Backdoor Residential Collection Services. City may approve Residential Service Units for Backdoor Residential Collection Services only if all adult occupants residing therein are handicapped or due to age or verified physical limitations cannot safely Set Out the Solid Waste Cart. All Backdoor Residential Collection Services shall be provided on the same days that Solid Waste Collection Service would have been provided to the residence if the residence had not been approved for medical Backdoor Residential Collection Services. City shall notify Contractor in writing of any residence approved for medical Backdoor Residential Collection Services. Contractor shall not charge any additional fees for the provision of medical Backdoor Residential Collection Services.

5.2.5 Scenic Corridor Collection Services

Contractor shall be required to provide Scenic Corridor Collection Services wherever Contractor provides Solid Waste Collection Services to an establishment located in whole or in part within a Scenic Corridor within the Service Area. Contractor shall not charge any additional fees for the provision of Scenic Corridor Collection Services. City may from time to time add or delete roads from the Scenic Corridors.

5.3 Special Pick-up Collection Service

Upon written notice, including written notice via email, from Contractor's customer, Contractor shall collect Bulk Waste from a customer on a calendar day other than the customer's scheduled Collection day. If the customer provides written notice, including written notice via email, to Contractor prior to 12:00 PM, local time, Contractor shall provide Special Pick-up Services on that same day. If the customer provides written notice, including written notice via email, to Contractor after 12:00 PM, local time, Contractor shall provide Special Pick-up Services before 12:00 PM, local time the next calendar day. Contractor may charge additional fees for providing special Bulk Waste pick-up Collection Service for collections that are extraordinary in quantity or quality.

5.4 Improper Set-outs

Contractor shall document Improper Set-outs, but shall nonetheless empty the Cart.

5.5 Overflowing Carts

Contractor shall document by photographing prior to disturbing, but shall not be obligated to pick up Solid Waste material left beside or overflowing from a Cart, except as provided in Section 10.

5.6 Emergency Services

Following a hurricane, tornado, or other natural or manmade disaster, the Contractor shall use its best efforts to immediately collect, by any means

available, all Solid Waste Carts offered for Collection. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Contract Administrator. The Contractor shall use its best efforts to resume its Collection Services on the Scheduled Collection Days as soon as possible after the disaster.

In the event of a hurricane, tornado, or other natural or manmade disaster, the Administrator may grant the Contractor a variance from the Contractor's regular routes and schedules. Requests for a variance shall be submitted in writing to the Administrator. The Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. The Contractor shall contact the Contract Administrator on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal routes and schedules.

Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable. The Contingency Plan shall be submitted to the Administrator by the Commencement Date. The Contingency Plan shall be kept up to date by the Contractor. The Contractor shall provide an updated copy of the Contingency Plan to the City whenever significant changes are made to the Contingency Plan. At a minimum, the Contractor shall provide an updated copy of the Contingency Plan annually on the anniversary date of this Agreement.

This Agreement does not give the Contractor the right to collect Disaster Debris for other than Contractor's residential customers, neither does this Agreement create for the Contractor the obligation to collect Disaster Debris from Contractor's residential customers. The City will enter into a separate contract with the Contractor if the City wishes to utilize the Contractor's services for the public Collection of Disaster Debris.

6.1 SECTION 6: DISPOSAL FACILITY

6.2 Solid Waste

Contractor shall dispose of Solid Waste Collected pursuant to this Agreement at a Disposal Facility designated by Bay County, Florida, pursuant to County Code Sec. 22-149 or an appropriately licensed and permitted facility approved by City.

6.3 Bulk Waste

Contractor shall dispose of Bulk Waste Collected pursuant to this Agreement at a Disposal Facility designated Bay County, Florida pursuant to County Code Sec. 22-149 or an appropriately licensed and permitted facility approved by City.

6.4 Local or Specials Laws

Contractor shall comply with all applicable laws and regulations addressing the waste stream in Bay County, Florida, and the Disposition of Solid Waste and Bulk Waste.

SECTION 7: COLLECTION EQUIPMENT

7.1 Collection Services Vehicles

7.1.1 **Mandatory Equipment on Collection Services Vehicles**

Contractor shall provide all Collection Services with the type of vehicles approved by the Contract Administrator. Those types of vehicles listed upon Attachment D are approved. Contractor shall equip all Collection Services vehicles with spill kits and, to fulfill Contractor's documentation obligation, working digital cameras. Images shall be retained for a minimum of 90 days. Spill kits shall include a broom, dust pan, and other items necessary to clean up spillage and litter caused by Collection Services. In addition, Contractor shall equip all Collection Services vehicles with oral telecommunication equipment providing instant, two-way communication between the vehicle and both Contractor's Route Supervisor and Contract Administrator.

7.1.2 **Appearance and Maintenance of Collection Services Vehicles**

Contractor shall paint all Collection Service vehicles uniformly with the name of Contractor, customer service office telephone number and the unique identification number of the vehicle in letters not less than six (6) inches high on each side and the rear of the vehicle. All Collection Services vehicles shall be uniquely numbered and a record kept of the vehicle to which each number is assigned. All Collection Services vehicles shall be cleaned and disinfected regularly, but not less frequently than monthly.

Contract Administrator, at its sole discretion, may require a vehicle to be removed from service under this Agreement while the appearance of the vehicle does not meet the requirements of this Agreement, the vehicle repeatedly causes spillage or litter, or Contract Administrator deems the appearance, condition, or maintenance of the vehicle to be unacceptable pursuant to guidelines issued by the Contract Administrator, provided Contractor is given reasonable written notice and opportunity to cure the vehicle's deficiency.

7.2 Collection Carts

7.2.1 **Return of Collection Services Carts to Original Location**

If the original location for the Cart is not blocking a roadway or driveway, Contractor shall return the Cart to the original location. If the original location for the Cart is blocking a roadway or driveway, Contractor shall return the Cart to the closest location not blocking a roadway or driveway to the original location.

Contractor shall replace all Carts upright. Contractor shall replace all Carts with the lid closed.

Where other than Curbside Collection Service is required, Contractor shall be solely responsible for opening the enclosure to provide Collection Services and closing the Enclosure upon completion of Collection Services if the Cart is located in an Enclosure.

7.2.2 Appearance of Collection Services Carts

City shall have the sole and unfettered discretion to determine and approve the construction and appearance of all new Carts to be put into service under this Agreement.

7.2.3 Purchase, Distribution, Maintenance, Storage and Replacement of Collection Services Carts

7.2.3.1 Purchase of Carts

Contractor, at its sole cost, shall provide all Carts required for the provision of Collection Services pursuant to this Agreement. Provided they are in good condition, Contractor may use Carts in use in the Service Area when Contractor submitted its application for this Agreement.

7.2.3.2 Distribution, Maintenance and Storage of Carts

Contractor, at its sole cost, shall distribute Carts to customers within two (2) Business Days of a written request of customer. Contractor shall provide and attach a Program Introduction Notice in form acceptable to City to each Cart delivered.

Contractor's employees shall take care to prevent damage to Carts by unnecessary rough treatment.

Contractor shall be solely responsible for the storage of replacement Carts.

7.2.3.3 Replacement of Carts

Upon notification to Contractor by City or a customer that a Cart has been lost, destroyed, stolen or that it has been damaged beyond convenient serviceability, or defaced, Contractor shall deliver a replacement Cart to such customer within two (2) Business Days. Contractor shall be solely responsible for the cost associated with the replacement of such Carts for the term of this Agreement. If the Contract Administrator determines that the Customer is responsible for the loss or damage to a Cart, the Contractor may charge the City the Cart replacement fee set forth on Attachment E.

7.2.3.4 Ownership of Carts

Ownership of all Carts shall reside with Contractor.

SECTION 8: CONTRACTOR'S PERSONNEL

8.1 Contractor's Representative

Contractor shall have competent and reliable representative(s) on duty that are familiar with the operation of the Collection Services within the Service Area and authorized to make decisions and act on its behalf. Contractor agrees that City shall have twenty-four hour, seven days a week (except Christmas day) access to the representative(s) via a non-toll call from City, email and text messaging. Answering machines, pagers or other devices that do not provide for instantaneous, two way conversations with Contractor's representative(s) shall not meet the requirements of this Section. Contractor shall conduct a background criminal check on Contractor's representative assigned to this contract for the benefit of City and shall make the results of that check available to the City should probable cause be shown implicating the representative in any loss or circumstance adversely affecting the City or the Collection Services. In addition, Contractor shall provide the names, office telephone number, mobile phone numbers and email addresses of Contractor's representatives and key personnel to the Contract Administrator. Such records shall be updated as personnel or contact information changes.

8.2 Contractor's Route Supervisor

Contractor shall have a minimum of one (1) permanent full time local Route Supervisor dedicated to the Service Area. Contractor shall provide local relief personnel coverage by qualified personnel when the permanent Route Supervisor is off duty. Contractor shall provide City with Route Supervisor's phone number and email address so contact can be made directly when required. Contractor shall conduct a background criminal check on Contractor's Route Supervisor assigned to this contract. The Route Supervisor shall:

- 8.2.1 Be equipped with and respond to the City and customers on Collection related email complaints from the field via a laptop computer with wireless internet access card, or other suitable device approved by the Contract Administrator.
- 8.2.2 Be equipped with a cellular phone for communications with City and customers to immediately return phone calls to City and customers.
- 8.2.3 Carry company identification credentials.
- 8.2.4 Utilize a company vehicle to respond and meet with customers; the vehicle shall be marked so as to clearly associate it with similarly marked Collection Equipment.
- 8.2.5 Participate in asset protection by ensuring all Carts are out of the street, lids closed and are properly being used by customer.
- 8.2.6 Be responsible to tag Carts, pull Carts back, and leave informational flyers on the front door or similarly conspicuous location to notify customer of an improper Set-out and, if permitted by the City, the reason why the Cart was not serviced.

- 8.2.7 Be responsible to identify overflowing Cart(s) and contact City to notify City of overflowing Cart(s).
- 8.2.8 Be responsible to respond to complaints on the same day complaint is received up to 6:00 PM, local time, regardless of when the Collection Services personnel complete the route.
- 8.2.9 Report lost or damaged Carts to Contractor for immediate repair or replacement.
- 8.2.10 Assist customers by distributing and explaining program information.
- 8.2.11 Be required, upon the request of City, to conduct route audits to verify information regarding Carts per customer and service per location.
- 8.2.12 Have strong public relations skills, be able to effectively deal with angry or difficult customers, be able to successfully solve problems while protecting Contractor's and City's interests, be highly motivated, dedicated, dependable, resourceful, and have the ability to establish positive relationships with City and the general public.
- 8.2.13 If requested, attend weekly meetings with City to discuss and evaluate Collection Services, solve performance related issues, provide input, and share information, to ensure delivery of quality service.
- 8.2.14 Be required, upon the request of City, to attend public meetings, with City, to explain or promote Collection Services.
- 8.2.15 Be required, upon the request of City, to perform duties related to Collection Services.

8.3 All Collection Personnel

Contractor shall adhere to the following personnel requirements:

- 8.3.1 Contractor shall hire and maintain qualified personnel to provide Collection Services under this Agreement. Contractor is encouraged but not required to hire qualified Bay County residents to fill vacant positions at all levels. Contractor shall conduct a background criminal check on all employees assigned to this contract.
- 8.3.2 Contractor shall furnish each employee involved in the performance of this Contract with a common and clean uniform and safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times. Contractor acknowledges that the City is a resort community, and that the appearance of Contractor's front line employees affects the image of the City, the attractiveness of the City to tourists, and ultimately the economy of the City.
- 8.3.3 Contractor shall provide regularly scheduled, on-going operating and safety training for all its employees. Such meetings shall be mandatory for all Collection and supervisory personnel, and held not less than once per

month. All temporary and newly hired permanent Collection personnel must receive comprehensive safety and operational training prior to working on the Collection vehicles. Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.

- 8.3.4** All employees involved in the performance of this Agreement, including office and all Collection personnel, must be provided adequate training before and during their employment with Contractor. This training shall familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved, and provide necessary knowledge to eliminate delays and missed Collections. All supervisory and Collection employees must be provided comprehensive safety training, equipment, and supplies prior to and during the performance of their duties. All Collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by Contractor.
- 8.3.5** Contractor's employees shall treat all customers, co-workers, City employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited. Contractor's employees shall not solicit tips, gratuities, gifts or anything of value including promises to return after hours to perform Collection Services while performing duties under this Agreement. Contractor's employees shall not Scavenge.
- 8.3.6** In performance of Collection Services, Contractor's employees must adhere to municipal, County, State and federal laws.
- 8.3.7** In performance of Collection Services, Contractor's employees shall refrain from any wanton, negligent or discourteous act.
- 8.3.8** City reserves the right to make a complaint regarding any employee of Contractor who violates any provision of this Agreement and recommend appropriate action be taken by Contractor.

SECTION 9: HOURS OF OPERATION

9.1 Collection Services Hours of Operation

Excluding holidays as defined in Section 10 and unless otherwise specified in this Agreement, Contractor shall provide Collection Services from Monday through Friday, 6:00 AM, local time until 7:00 PM, local time for all areas other than the Scenic Corridors. Hours of operation for the Scenic Corridors shall be 5:00 AM to 5:00 PM local time.

9.2 Extension of Collection Services Hours of Operation

If Contractor determines that the Collection Services will not be completed by 7:00 PM for all areas other than the Scenic Corridors, or by 5:00 PM in the Scenic Corridors, local Florida time on the scheduled Collection day, Contractor shall notify City by 3:00 PM, local Florida time and request an extension of the Collection hours. Contractor shall inform City of the areas not completed, the reason for non-completion, and the expected time of completion. City must approve any extension of hours of operation.

SECTION 10: HOLIDAYS

For purposes of this Agreement, the only holidays upon the commencement of this Agreement shall be Thanksgiving and Christmas Day. City, at its sole discretion, may add or delete holidays. If City elects to add or delete holidays, City will provide Contractor notice in accordance with the provisions of this Agreement. For customers that would have received Collection Services on the holiday, Contractor shall provide Collection Services for all materials set outside the Cart in addition to the materials set inside the Cart on the next scheduled Collection day.

SECTION 11: RESERVED

SECTION 12: RESERVED

SECTION 13: DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Contractor shall take all necessary precautions to protect public and private property, including but not limited to facilities, utilities, mailboxes, site amenities, landscaping, sod, irrigation systems, roadway asphalt, driveways, vehicles, overhead wires, etc., during the performance of this Agreement. Except for reasonable wear and tear, Contractor shall repair or replace any private or public property which is damaged by Contractor. Such property damages shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage.

If Contractor fails to address the repair or replacement of damaged property within forty-eight (48) hours, City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to Contractor.

SECTION 14: SPILLAGE AND LEAKAGE AND LITTER

Contractor shall clean up any materials including leakage of fluids spilled from Contractor's vehicles or litter which falls during collection activities by Contractor, Contractor's Vehicles or Contractor's employees. During transport, all materials shall

be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage, leakage, or litter caused by Contractor, Contractor's vehicles or Contractor's employees. Contractor shall perform all clean-ups immediately. If notified by Contract Administrator or his designee of spillage, leakage, or litter, Contractor shall clean up the spillage, leakage, or litter within two (2) hours of notification.

SECTION 15: RECORDKEEPING, REPORTING, AND REPORTING FORMAT

15.1 Recordkeeping

Contractor shall create, maintain, and make available records as defined in, and required by, all applicable local, state, and federal laws, rules and regulations, and reports as are reasonably necessary to:

- (i) Document proper Disposal of Solid Waste and Bulk Waste, including time delivered to Disposal Facility, tonnage of material disposed and other information as requested by Contract Administrator.
- (ii) Document customer accounts including the address, type of Collection Services, frequency for each Collection Service, and number of Carts for each Residential Service Unit.
- (iii) Document, including photographing, overflowing Carts and Improper Set-outs.
- (iv) Document Special Pick-up requests, and other additional services provided.
- (v) Such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements to address public and private nuisances.
- (vi) All of Contractor's records shall be retained and available to City and its representatives for a period of five (5) years after last or final payment.

15.2 Timing and Format

15.2.1 Monthly Reports

Contractor shall summarize monthly all of the forgoing records and submit to Contract Administrator within seven (7) calendar days following the end of each calendar month. A digital file containing copies of all photographs named by date and property address shall be included with the report.

15.2.2 Annual Reports

Contractor shall summarize annually all of the forgoing records and submit to Contract Administrator within thirty (30) calendar days following the Contract Year end.

15.2.3 Report Format

Within fourteen (14) days after the Commencement Date, Contractor will be required to submit to Contract Administrator for approval the format and sample contents of the records to be maintained and the reports to be produced in fulfillment of the requirements of this Agreement. Typically, documentation shall include time, date, address, and customer name.

SECTION 16: CITY INSPECTION RIGHTS

16.1 City's Right to Inspect Records, Books, Data and Documents

City or any of its duly authorized representatives shall have access, within twenty-four (24) hours of notification, to all books, records, data and documents of Contractor for inspection, copying and audit, at City's own expense.

16.2 City's Rights to Inspect Facilities and Equipment

City or any of its duly authorized representatives shall have access, within twenty-four (24) hours of notification, to inspect Contractor's facilities and equipment and perform such inspections, as City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. City shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections by City's representatives.

18. BILLING, COLLECTION AND FRANCHISE FEE

18.1 Billing and Collection

Contractor shall be responsible for its own billing and collection for all services delivered under this Agreement.

18.2 Franchise Fees

City reserves the right to assess from time to time a Franchise Fee to all or some of the Collection Services. If the City elects to assess a Franchise Fee, Contractor may add the Franchise Fee to the bill for each customer. Commencing on the Commencement Date, the Franchise Fee shall be 2 percent of gross receipts billed for Residential Service Unit Collection Services (Solid and Bulk Waste). On or before the 25th day of each month, Contractor shall remit to the City the Franchise fee for gross receipts billed during the preceding month and furnish the City on the customer list required elsewhere in the Agreement for each customer listed the amount of the franchise fee added to each customer, together with a calculation of the entire franchise fee due to the City.

18.3 City and Contractor acknowledge and agree that in the event the City assumes responsibility for the billing and collection of services under this Agreement the Franchise Fee may be modified.

19. CUSTOMER LISTS

On or before the 25th day of each month, Contractor shall at its cost deliver to City, in a digital format specified by City from time to time, a list of every customer that contracted with Contractor for Residential Collection Unit Services during the previous month, and sub-lists of all customers added and deleted during the previous month. At a minimum, lists shall identify the customer by name and service address and include the level of service.

SECTION 20: COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all applicable federal, state, and local laws and regulations. Contractor shall include this Section in any contract Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. Services are defined as furnishing labor, time or effort in the State of Florida by a Contractor or subcontractor.

SECTION 21: RESERVED.

SECTION 22: OWNERSHIP OF MATERIALS

Title to Solid Waste and Bulk Waste shall pass to Contractor at time and point of initial collection.

SECTION 23: RESERVED

SECTION 24: ADDITION OF RECOVERED MATERIALS PROGRAM

City reserves the right to design and add a recycling program to Collection Services and retain any profit there from or subsidize any losses or improve recycling or waste and litter control, and provided that the program does not reduce or increase Contractor's profit (excepting the additional training described below in this section). City reserves the right to require Contractor to separate and market the recovered material for the benefit of City. Title to recovered material shall pass to Contractor in trust, nevertheless, for City. City shall bear the risk of loss, including theft, of recovered material, except for losses resulting from Contractor's negligence or intentional wrongdoing. In the event a program is established, Contractor shall without cost to the City, add to its employee training program the training required to perform their duties and to maximize City's recycling rate, minimize contamination, and promote recycling at all times.

SECTION 25: INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever , legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP. Nothing in this Agreement, or under the RFP documents, shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

SECTION 26: INSURANCE REQUIREMENTS

Contractor shall maintain, at its sole expense, during the term of this Agreement the following insurance:

- (i) Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:

- General Aggregate\$3,000,000
- Products-Comp/ Op Aggregate\$1,000,000
- Personal and Advertising Injury.....\$1,000,000
- Each Occurrence\$1,000,000
- Fire Damage \$50,000

Coverage shall include contractual liability assumed under this Agreement, products and completed operations, Personal injury, broad from property damage, and premises-operations.

- (ii) Commercial Automobile Liability Insurance naming City as an additional insured with not less than the following limits:

- Combined Single Limit\$1,000,000

Coverage shall include contractual liability assumed under this Agreement, owned, hired and non-owned vehicles

- (iii) Worker's Compensation Insurance covering Contractor and Contractor's employees with not less than the following limits:

- Worker's Compensation\$1,000,000/500,000/100,000 for coverage

- (iv) Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a pollution incident, with not less than the following limits:

Pollution Liability Insurance: \$1,000,000 per Occurrence/\$2,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period for four (4) years will be required.

Insurance Certificates shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) calendar days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Contractor shall furnish, at least thirty (30) calendar days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal an like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of this Agreement.

SUB –CONTRACTORS' INSURANCE:

Any sub-contractor used by the Contractor shall supply similar insurance required of the Contractor. Such certificates shall name the City as an additional insured.

SECTION 27: PERFORMANCE AND PAYMENT BOND

Before commencing service under this agreement, Contractor shall furnish to the City a performance and payment bond(s) in the penal sum of thirty thousand dollars conditioned upon the Contractors full and faithful performance of all its obligations under this Agreement and payment when due of all administrative charges and other sums due city under or by virtue of this agreement. The Contractor will be held responsible for renewal of the bond for each successive renewal term of the Agreement. The bond(s) must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. The bond shall be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the surety company issuing the bond. The surety company shall have a minimum Best's policy hold rating of "A" and required financing rating of VIII from Best's key rating guide. Subject bond(s) will cover the entire contract amount.

SECTION 28: ASSIGNMENT AND/OR SUBCONTRACTING

This Agreement and any permits required for performance of the Agreement may not be assigned, contracted, sub-contracted, conveyed, or otherwise transferred in whole or in part without the written permission of City which may be withheld in the City's sole discretion for convenience. The transfer of this Agreement by transfer of ownership, transfer of corporate shares, or any other means to effect a change in the ownership structure of the Contractor, or any other transaction that results in the Contractor or its assets being purchased in whole or in part by or merged with another entity shall constitute a transfer of this Agreement, which is subject to the City Council's approval. No such permitted assignment or subcontracting shall relieve Contractor of its liability under this Agreement or from any prime responsibility of full and complete satisfactory

and acceptable performance under any awarded Agreement. Nonetheless, this Agreement may be collaterally assigned as additional security for financing obtained by Contractor, provided that and the assignment requires that any successor in interest to Contractor's rights and obligations hereunder be acceptable to the City in terms of qualification, experience and financial strength.

In the event that the City's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term. If any assignment is approved by the City, the assignee shall fully assume all of the liabilities of the Contractor.

An application to transfer this Agreement shall be submitted jointly by the proposed transferor and transferee, and shall contain the same information that was necessary for the granting of this franchise. The proposed transferee shall verify in writing that (a) it will comply with all of the requirements in this Agreement and (b) it has the financial resources, expertise, equipment and other capabilities necessary to do so.

SECTION 29: TAXES

Contractor shall be responsible for and shall pay all sales, consumer, use, and any other excise or property tax imposed upon the activities and assets associated with the performance of this Agreement.

SECTION 30: FORCE MAJEURE

If City or Contractor through no fault or lack of preparation or foresight of their own is unable to perform, or is delayed in its performance of any of their respective obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which performance is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event. An event of "Force Majeure" shall mean:

- (i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except as to Contractor's performance those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and
- (ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and effects on the party, and shall further be required to use its best efforts to mitigate the effects of the Force Majeure. The parties agree that, as to this Section, time is of the essence.

SECTION 31: RESERVED

SECTION 32: EVENTS OF DEFAULT

The following shall constitute an Event of Default:

- (i) Unsatisfactory progress of the work not caused by condition beyond Contractor's control;
- (ii) Defective work not corrected;
- (iii) Contractor's failure to carry out instructions or orders of City or its representative;
- (iii) Execution of work not in accordance with the Agreement;
- (v) Failure or refusal of Contractor to abide by decision made through the Dispute Resolution Process provided in this Agreement.
- (vi) Failure of Contractor to make payments to any approved subcontractor for material or labor;
- (vii) Damage to another Contractor;
- (viii) Unsafe working conditions allowed to persist by Contractor;
- (ix) Failure of Contractor to provide required reports and other reports as required by City;
- (x) Use of any subcontractors without City's prior written approval.
- (xi) Contractor ceases to perform of Collection Services for a period of three (3) consecutive calendar days unless caused by event of Force Majeure
- (xii) The failure of Contractor to pay any amounts owed to City under the terms of this Agreement or otherwise within fourteen (14) calendar days after such amounts become finally due and payable.
- (xiii) If Contractor shall be not paying its debts when they become due; shall have filed, or consented by answer or otherwise to the following against it of, a petition for relief or reorganization and bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take corporate action for the purpose of any of the forgoing.
- (xiv) The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of Contractor, to assume control of Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of Contractor, but

only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.

- (xv) If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement.
- (xvi) If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.
- (xvii) If Contractor shall fail to timely pay any Administrative Charge.

SECTION 33: CITY TERMINATION

In the event there should occur an Event of Default in the performance or observance of any covenant or obligation of Contractor which has not been remedied within thirty (30) days after receipt of written notice from City specifying such Event of Default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), City may if such Event of Default is continuing or cannot be cured terminate this Agreement upon written notice to Contractor specifying a date of termination that shall not be sooner than 15 days nor longer than 45 days from the date of the notice.

Upon receipt of notice of termination, Contractor shall discontinue all work on the termination date specified in the notice, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.

All damages, costs and charges incurred in terminating this agreement, including attorneys' fees and costs of investigation and collection, whether suit be filed or not and including appeal, shall be paid by Contractor.

SECTION 34: SECTION 403.70605, FLORIDA STATUTES, NOTICE.

Notice is hereby given by the City that it may provide solid waste collection services in the Service Area on or after January 1, 2022. The City may prohibit one or more private companies from continuing to provide the same solid waste collection services that the private companies are currently providing or which the private companies provide at the time when a final decision is made. The City may decide to: (a) provide solid waste collection services with their own staff; (b) use one or more private contractors to provide solid waste collection services; (c) restrict or deny the issuance of permits, license, franchises, or other approvals required for the collection of solid waste; or (d) take other actions to implement their decision to provide solid waste collection services in the Service Area.

The City's actions may result in the "displacement" of a "private company", as those terms are defined in Sections 403.70605(3)(a) and (4)(b), Florida Statutes (2018),

respectively. Before the City makes a final decision to displace any private company, the City will hold a public hearing (an "Advisability Hearing") pursuant to Section 403.70605(3)(b)1, Florida Statutes. At the public hearing, the City will seek comments concerning the advisability of the City providing solid waste collection service in the incorporated portions of the Service Area. The City intends to provide written notice of the Advisability Hearing to all private companies that are providing solid waste collection services at that time within the incorporated portions of the Service Area. An Advisability Hearing has not yet been scheduled.

Pursuant to Section 403.70605(3)(c), Florida Statutes, the City may be required to pay certain compensation to a private company if the City fails to give appropriate notice before the City displaces the private company. However, no payments are required pursuant to Section 403.70605, Florida Statutes if the City provides notice of its intent at least three years before the City displaces the private company. Accordingly, the City hereby gives notice that: the City currently intends to wait three years before the City displaces your company or any other private company, and (b) the City does not intend to pay any compensation to your company or any other company that is displaced as a result of the City's actions.

SECTION 35: RESERVED

SECTION 36: RESERVED

SECTION 37: RESERVED

SECTION 38: DISPUTE RESOLUTION

38.1 Interpretation of Agreement

Except as provided otherwise in this Agreement and to the extent permitted by law, Contract Administrator shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder, except an appeal to the City Manager of an administrative charge. The parties agree that any decision rendered by Contract Administrator in connection with such matters shall be final and binding upon Contractor, the customer and City.

38.2 Definition of Claim

A claim by Contractor shall be made in writing and submitted to Contract Administrator.

When a controversy cannot be resolved by mutual agreement, Contractor shall submit a written request for final decision to Contract Administrator. The written request shall set forth all the facts surrounding the controversy.

38.3 Process for Dispute Resolution

In connection with any claim under this clause, Contractor, at the discretion of Contract Administrator, may be afforded an opportunity to be heard and to offer evidence in support of their claim. Contract Administrator shall render a written decision on all claims within thirty (30) Business Days of receipt of Contractor's written claim, unless Contract Administrator determines that a longer period is necessary to resolve the claim. The decision shall be furnished to Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, Contract Administrator shall notify Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Contract Administrator's decision shall be final and conclusive. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Agreement in accordance with Section below.

38.4 Operations During Dispute

In the event that any dispute arises between City and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by City, regardless of such dispute.

Contractor expressly recognizes the paramount right and duty of City to provide adequate services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with City in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute shall present the matter to mediation in the courts of Florida. If mediation fails, Contractor shall present the matter to a court in Florida.

Notwithstanding the other provisions in this Section, City reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after City provides written notice to Contractor pursuant to Section 33 of this Agreement. Upon termination, City may call the performance bond and apply the cash and surety bond for the cost of service in excess of that charged to City by the firm engaged for the balance of the Agreement period.

SECTION 39: COST SAVINGS

In the event that Contractor and/or City identify method(s) in which a cost savings to the customer is available, Contractor and City may agree to modify this Agreement to provide for such, provided that any such changes do not create an undue hardship on Contractor and are mutually agreed upon by City and Contractor.

SECTION 40: NOTICES

All notices required shall be sent by certified mail, sent receipt required unless stated otherwise in this Agreement. If sent to City, such notices shall be mailed to the following, or such other person or address for which notice is given.

Contract Administrator
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida

with a copy to: Amy Myers
City Attorney
amyers@hsmclaw.com

and if sent to Contractor, such notices shall be mailed to::

[name]
[address]

With a copy to:

[name]
[address]

SECTION 41: THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

SECTION 42: MISCELLANEOUS

42.1 Succession of Agreement

This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective, permitted successors and assigns.

42.3 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

42.4 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of City in the event Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire such certainty with regard to such matters.

42.5 Relationship

Contractor shall employ its own skills, equipment, means and methods to perform the services contemplated by this Agreement for its own customers. Contractor is expert in the matters addressed herein. The City is not expert. Contractor is an independent contractor authorized by City as a non-exclusive franchisee to provide a service, and nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Contractor and City other than that of franchisor in the public interest and franchisee.

42.6 Further Assurance

Contractor and City agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

42.7 Time of the Essence

For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

42.8 Captions and Section Headings

Captions and Sections headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

42.9 No Waiver

No course of dealing or failure to insist upon strict compliance with the terms of this agreement shall be deemed a waiver or estoppel to demand strict compliance in the future regardless of reliance upon past actions or omissions. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

42.10 Entirety of Contractual Agreement

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

42.11 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

42.12 Appendices

All Appendices attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

42.13 Remedies

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Bay County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or other wise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise hereof.

42.14 Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs, unless expressly stated otherwise.

42.15 Authorization

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the Person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

**CITY OF PANAMA CITY BEACH,
Florida, a municipal corporation.**

By:

Mayor

By:

City Manager

Date: _____

Attest: _____
City Clerk

Contractor:

By:

Printed Name:

Its:

Date: _____

Attest: _____
Secretary

[Seal]

APPENDIX A
COLLECTION SERVICES APPROVED VEHICLE TYPES

APPENDIX B
SCENIC CORRIDORS

1. Front Beach Road (Hwy 98 Alt);
2. South Thomas Drive;
3. Thomas Drive;
4. Hutchison Boulevard (Middle Beach Road);
5. Panama City Beach Parkway (Back Beach Road or Highway 98);
6. State Road 79;
7. Clara Avenue;
8. Richard E. Jackson Road;
9. Alf Coleman Road;
10. Beach Boulevard;
11. Surf Drive;
12. Joan Avenue;
13. Hill Road;
14. Powell Adams Road;
15. Cobb Road;
16. Lyndell Lane;
17. Clarence Street;
18. N. Thomas Drive;
19. Churchwell Road;
20. Nautilus Street;
21. Deluna Place;
22. Kelly Street;
23. North Lagoon Drive;
24. North Pier Park Drive;
25. Bay Parkway; and
26. Road extensions of any of the roads listed in this Appendix B.

REGULAR ITEM

15



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PUBLIC WORKS/KELLY JENKINS

2. MEETING DATE:
DECEMBER 13, 2018

3. REQUESTED MOTION/ACTION:
APPROVE CONTRACT AWARDS TO CROWDER GULF, ASHBRIIT AND PHILLIPS & JORDAN FOR DISASTER DEBRIS HAULING, REDUCTION AND REMOVAL SERVICES

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On November 2, 2018, City solicited proposals from experienced firms to provide disaster debris hauling, reduction and removal services in the City. 14 firms timely responded to the request. Of those, four firms were found to be non-responsive. Of the remaining 10 firms, the Evaluation Committee recommends 5-year contracts be awarded to Crowder Gulf, Ashbriit, and Phillips & Jordon. The Committee also recommends a task order be issued in January to Crowder Gulf to begin work in the City. As with all Hurricane Michael expenditures, a budget amendment will be necessary to fund that Task Order.

Staff recommends approval.

RESOLUTION 19-34

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AWARDED CONTRACTS TO CROWDERGULF JOINT VENTURE, INC., ASHBRIIT, INC., AND PHILLIPS AND JORDAN, INC., FOR DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES.

BE IT RESOLVED by the City Council of Panama City Beach that:

1. The appropriate offices of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and CrowderGulf Joint Venture, Inc., relating to disaster debris removal, reduction and hauling services in the City, at the rates attached and presented as Exhibit A to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval;
2. The appropriate offices of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Ashbriit Inc., relating to disaster debris removal, reduction and hauling services in the City, at the rates attached and presented as Exhibit B to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval;
3. The appropriate offices of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Phillips and Jordan, Inc. relating to disaster debris removal, reduction and hauling services in the City, at the rates attached and presented as Exhibit C to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive

Resolution 19-34

AGENDA ITEM #

15

evidence of such approval;

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

City of Panama City Beach, FL

RFP

Disaster Debris Removal, Reduction and Hauling

Monday, November 19, 2018 @ 2:00 pm



*CrowderGulf is committed to protecting
and preserving our environment.
As part of this effort, our proposal is on
recycled paper.*

John Ramsay, President & CEO
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

Exhibit A AGENDA ITEM # 15

ATTACHMENT 3

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

PRICE SCHEDULE

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

ELIGIBLE VEGETATIVE DEBRIS REMOVAL Work consists of the collection of transportation of Eligible Vegetative Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$ 7.80	250,000	\$1,950,000.00
16-30 miles	\$ 8.50	40,000	\$ 340,000.00
31-60 miles	\$ 9.50	9,000	\$ 85,500.00
61+ miles	\$10.50	1,000	\$ 10,500.00
		300,000	

ELIGIBLE C&D DEBRIS REMOVAL Work consists of the collection of transportation of Eligible C&D Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$ 7.80	5,000	\$ 39,000.00
16-30 miles	\$ 8.50	45,000	\$382,500.00
31-60 miles	\$ 9.50	45,000	\$427,500.00
61+ miles	\$10.50	5,000	\$ 52,500.00
		100,000	

C&D DEBRIS REDUCTION/REMOVAL Work consists of reducing and transportation of Eligible C&D Debris from a City approved DDMS site to Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$6.95	5,000	\$ 34,750.00
16-30 miles	\$7.25	45,000	\$326,250.00
31-60 miles	\$7.75	45,000	\$348,750.00
61+ miles	\$8.50	5,000	\$ 42,500.00
		100,000	

*Method of Reducing C&D to be compaction based on incoming cubic yard.

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF NON-RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$14.00	1,000	\$ 14,000.00
16-30 miles	\$16.00	9,000	\$144,000.00
31-60 miles	\$18.00	9,000	\$162,000.00
61+ miles	\$20.00	1,000	\$ 20,000.00
		20,000	

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$18.00	1,000	\$ 18,000.00
16-30 miles	\$20.00	9,000	\$180,000.00
31-60 miles	\$22.00	9,000	\$198,000.00
61+ miles	\$24.00	1,000	\$ 24,000.00
		20,000	

DDMS SITE MANAGEMENT, OPERATIONS AND REDUCTION Work consists of managing and operating DDMS sites and reducing Eligible disaster debris through grinding or source separation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Grinding	\$3.95	290,000	\$1,145,500.00

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH AIR CURTAIN INCINERATORS Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only	\$2.60	5,000	\$13,000.00

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH CONTROLLED OPEN BURNING Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only	\$2.20	5,000	\$11,000.00
HAUL-OUT OF REDUCED ELIGIBLE DEBRIS TO A COUNTY DESIGNATED FINAL DISPOSAL SITE Work consists of loading and transporting reduced Eligible disaster related debris from a City approved DDMS site to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$3.00	7,500	\$ 22,500.00
16-30 miles	\$5.90	30,000	\$177,000.00
31-60 miles	\$7.90	30,000	\$237,000.00
61+ miles	\$8.90	10,500	\$ 93,450.00
		87,500	

REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services, Eligible Vegetative Debris Removal.	Price per Tree	Estimated Total Units	TOTAL
6 inch to 12 inch diameter	\$ 50.00	20	\$ 1,000.00
13 inch to 24 inch diameter	\$100.00	50	\$ 5,000.00
25 inch to 36 inch diameter	\$180.00	20	\$ 3,600.00
37 inch to 48 inch diameter	\$240.00	10	\$ 2,400.00
49 inch and larger diameter	\$320.00	5	\$ 1,600.00
Hazardous Hanging Limb Removal larger than 2 inches diameter	\$ 90.00	1,500	\$135,000.00
		1605	

REMOVAL OF ELIGIBLE HAZARDOUS STUMPS Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DDMS site or City Final Disposal Site. Contractor to backfill all stump holes.	Price per Stump	Estimated Total Units	TOTAL
25 inch to 36 inch diameter	\$198.00	8	\$1,584.00
37 inch to 48 inch diameter	\$298.00	4	\$1,192.00
49 inch and larger diameter	\$398.00	4	\$1,592.00
		16	

TRANSPORT & DISPOSAL Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). City to designate specific materials to be collected as part of HHW program.	Price per CY	Estimated Total Units	TOTAL
	\$800.00	100	\$80,000.00

ELIGIBLE ROW WHITE GOODS DEBRIS REMOVAL	Price per Unit	Estimated Total Units	TOTAL
Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DDMS Site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of Eligible White Goods from the designated County approved DDMS site to an approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the City on invoices.			
Refrigerators, freezers, and other items requiring refrigerant recovery and decontamination	\$90.00	50	\$4,500.00
All other white goods	\$45.00	50	\$2,250.00
		100	

ELIGIBLE E-WASTE ITEM REMOVAL	Price per Unit	Estimated Total Units	TOTAL
Work consists of the recovery and disposal of televisions, computers, computer monitors unless otherwise specified in writing by the City.			
Cost per unit	\$45.00	50	\$2,250.00

ELIGIBLE DEAD ANIMAL CARCASSES	Price per Unit	Estimated Total Units	TOTAL
Work consists of the recovery and disposal of dead animal carcasses.			
Small animals less than 100 pounds	\$ 70.00	95	\$6,650.00
Large animals more than 101 pounds	\$140.00	5	\$ 700.00
		100	


WATERWAYS DEBRIS REMOVAL Work consists of the removal, transportation and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
Marine Based Operations - Cubic yard	\$132.00	800	\$105,600.00
Land Based Operations - Cubic yard	\$ 38.00	800	\$ 30,400.00
		1,600	

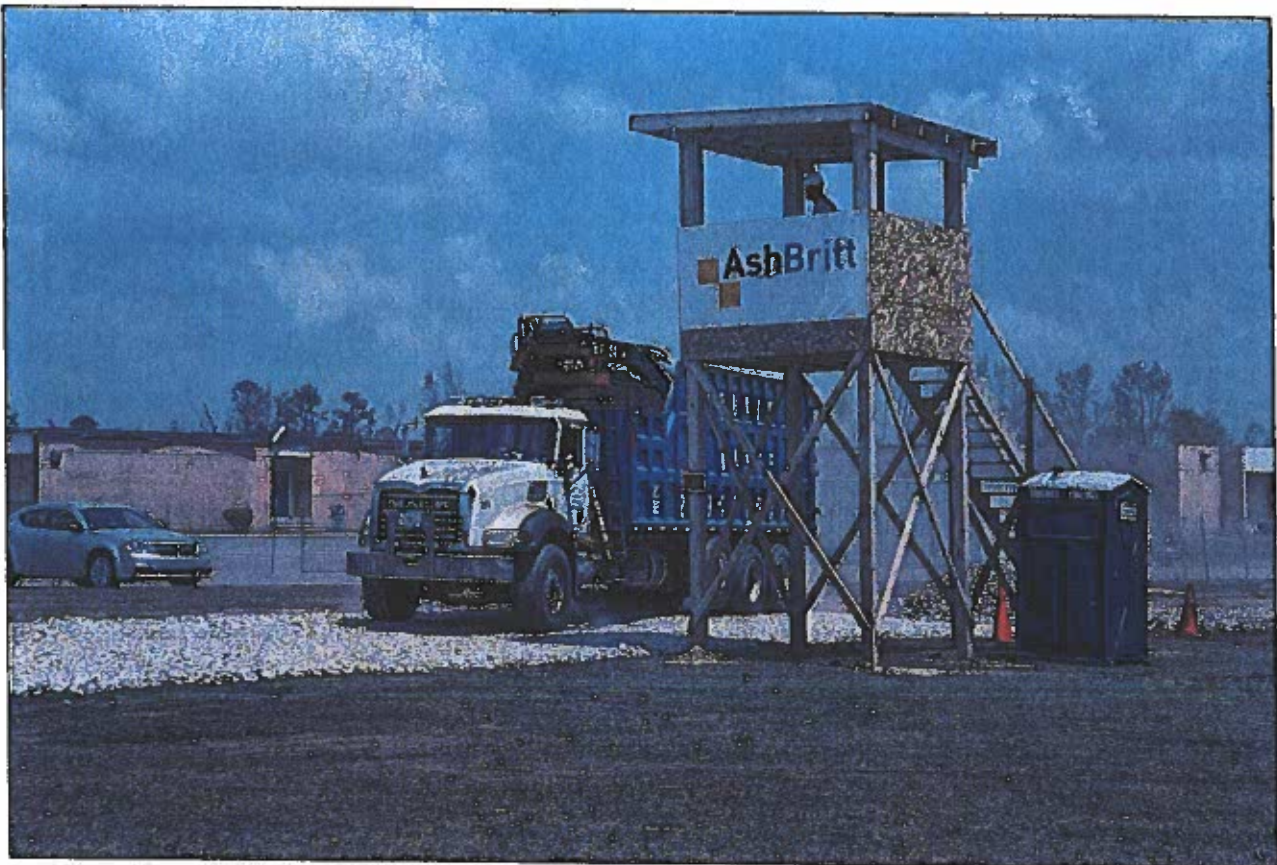
SOIL/SAND/BEACH SCREENING Work consists of the collection of Eligible debris laden sand from City beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand pile, transportation of sand back to the City beach and shaping sand to final grade	Price per CY	Estimated Total Units	TOTAL
Cubic yard	\$12.60	100	\$1,260.00



OUR PROMISE

Your dedicated partner in response & recovery.
There when you need us.

AshBritt Inc., & 
Response to the City of Panama Beach



ATTACHMENT 3

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

PRICE SCHEDULE

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

ELIGIBLE VEGETATIVE DEBRIS REMOVAL Work consists of the collection of transportation of Eligible Vegetative Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$7.95	250,000	\$1,987,500.00
16-30 miles	\$8.75	40,000	\$350,000.00
31-60 miles	\$9.95	9,000	\$89,550.00
61+ miles	\$12.95	1,000	\$12,950.00
		300,000	\$2,440,000.00

ELIGIBLE C&D DEBRIS REMOVAL Work consists of the collection of transportation of Eligible C&D Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$8.25	5,000	\$41,250.00
16-30 miles	\$8.95	45,000	\$402,750.00
31-60 miles	\$10.25	45,000	\$461,250.00
61+ miles	\$13.25	5,000	\$66,250.00
		100,000	\$971,500.00

C&D DEBRIS REDUCTION/REMOVAL Work consists of reducing and transportation of Eligible C&D Debris from a City approved DDMS site to Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$11.50	5,000	\$57,500.00
16-30 miles	\$11.95	45,000	\$537,750.00
31-60 miles	\$12.50	45,000	\$562,500.00
61+ miles	\$15.95	5,000	\$79,750.00
		100,000	\$1,237,500.00

"This line item is after reduction. The line item is for reduction/removal so it's the entire process and will be measured after reduction. That is what you will need to base your price on." - Janine Thomas

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF NON-RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$12.00	1,000	\$12,000.00
16-30 miles	\$14.50	9,000	\$130,500.00
31-60 miles	\$17.00	9,000	\$153,000.00
61+ miles	\$21.00	1,000	\$21,000.00
		20,000	\$316,500.00

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$17.00	1,000	\$17,000.00
16-30 miles	\$19.50	9,000	\$175,500.00
31-60 miles	\$23.00	9,000	\$207,000.00
61+ miles	\$25.50	1,000	\$25,500.00
		20,000	\$425,000.00

DDMS SITE MANAGEMENT, OPERATIONS AND REDUCTION Work consists of managing and operating DDMS sites and reducing Eligible disaster debris through grinding or source separation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Grinding	\$3.95	290,000	\$1,145,500.00

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH AIR CURTAIN INCINERATORS Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only	\$3.95	5,000	\$19,750.00

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH CONTROLLED OPEN BURNING Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only	\$3.95	5,000	\$19,750.00
HAUL-OUT OF REDUCED ELIGIBLE DEBRIS TO A COUNTY DESIGNATED FINAL DISPOSAL SITE Work consists of loading and transporting reduced Eligible disaster related debris from a City approved DDMS site to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$4.25	7,500	\$31,875.00
16-30 miles	\$5.25	30,000	\$157,500.00
31-60 miles	\$7.75	30,000	\$232,500.00
61+ miles	\$9.95	10,500	\$104,475.00
		87,500	\$526,350.00

REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services, Eligible Vegetative Debris Removal.	Price per Tree	Estimated Total Units	TOTAL
6 inch to 12 inch diameter	\$95.00	20	\$1,900.00
13 inch to 24 inch diameter	\$125.00	50	\$6,250.00
25 inch to 36 inch diameter	\$225.00	20	\$4,500.00
37 inch to 48 inch diameter	\$275.00	10	\$2,750.00
49 inch and larger diameter		5	\$2,375.00
Hazardous Hanging Limb Removal larger than 2 inches diameter	\$475.00	1,500	\$142,500.00
	\$95.00	1605	\$160,275.00

REMOVAL OF ELIGIBLE HAZARDOUS STUMPS Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DDMS site or City Final Disposal Site. Contractor to backfill all stump holes.	Price per Stump	Estimated Total Units	TOTAL
25 inch to 36 inch diameter	\$250.00	8	\$2,000.00
37 inch to 48 inch diameter	\$350.00	4	\$1,400.00
49 inch and larger diameter	\$475.00	4	\$1,900.00
		16	\$5,300.00

TRANSPORT & DISPOSAL Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). City to designate specific materials to be collected as part of HHW program.	Price per CY	Estimated Total Units	TOTAL
	\$45.00	100	\$4,500.00

ELIGIBLE ROW WHITE GOODS DEBRIS REMOVAL Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DDMS Site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of Eligible White Goods from the designated County approved DDMS site to an approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the City on invoices.	Price per Unit	Estimated Total Units	TOTAL
Refrigerators, freezers, and other items requiring refrigerant recovery and decontamination	\$85.00	50	\$4,250.00
All other white goods	\$50.00	50	\$2,500.00
		100	\$6,750.00

ELIGIBLE E-WASTE ITEM REMOVAL Work consists of the recovery and disposal of televisions, computers, computer monitors unless otherwise specified in writing by the City.	Price per Unit	Estimated Total Units	TOTAL
Cost per unit	\$85.00	50	\$4,250.00

ELIGIBLE DEAD ANIMAL CARCASSES Work consists of the recovery and disposal of dead animal carcasses.	Price per Unit	Estimated Total Units	TOTAL
Small animals less than 100 pounds	\$95.00	95	\$9,025.00
Large animals more than 101 pounds	\$275.00	5	\$1,375.00
		100	\$10,400.00

WATERWAYS DEBRIS REMOVAL Work consists of the removal, transportation and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
Marine Based Operations - Cubic yard	\$124.20	800	\$99,360.00
Land Based Operations - Cubic yard	\$49.50	800	\$39,600.00
		1,600	\$138,960.00

SOIL/SAND/BEACH SCREENING Work consists of the collection of Eligible debris laden sand from City beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand pile, transportation of sand back to the City beach and shaping sand to final grade	Price per CY	Estimated Total Units	TOTAL
Cubic yard	\$18.50	100	\$1,850.00

**BID PROPOSAL FOR
DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING**



City of Panama City Beach, Florida
110 South Arnold Road
Panama City Beach, FL 32413

Due: November 19, 2018 by 2:00 P.M.

ELECTRONIC
Exhibit C AGENDA ITEM # 15

Phillips & Jordan, Inc.

10201 Parkside Drive, Suite 300 • Knoxville, TN 37922 • 865.688.8342 • pandj.com
Contact: Julie Glenn • disasterservices@pandj.com



ATTACHMENT 3

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

PRICE SCHEDULE

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

ELIGIBLE VEGETATIVE DEBRIS REMOVAL Work consists of the collection of transportation of Eligible Vegetative Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$9.85	250,000	\$2,462,500.00
16-30 miles	\$10.50	40,000	\$420,000.00
31-60 miles	\$12.00	9,000	\$108,000.00
61+ miles	\$13.50	1,000	\$13,500.00
		300,000	\$3,004,000.00

ELIGIBLE C&D DEBRIS REMOVAL Work consists of the collection of transportation of Eligible C&D Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$9.85	5,000	\$49,250.00
16-30 miles	\$10.50	45,000	\$472,500.00
31-60 miles	\$12.00	45,000	\$540,000.00
61+ miles	\$13.50	5,000	\$67,500.00
		100,000	\$1,129,250.00

C&D DEBRIS REDUCTION/REMOVAL Work consists of reducing and transportation of Eligible C&D Debris from a City approved DDMS site to Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$4.75	5,000	\$23,750.00
16-30 miles	\$6.50	45,000	\$272,500.00
31-60 miles	\$7.00	45,000	\$315,000.00
61+ miles	\$8.00	5,000	\$40,000.00
		100,000	\$651,250.00

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF NON-RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$14.00	1,000	\$14,000.00
16-30 miles	\$16.00	9,000	\$144,000.00
31-60 miles	\$17.50	9,000	\$157,500.00
61+ miles	\$19.00	1,000	\$19,000.00
		20,000	\$334,500.00

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	\$16.50	1,000	\$16,500.00
16-30 miles	\$18.50	9,000	\$166,500.00
31-60 miles	\$20.00	9,000	\$180,000.00
61+ miles	\$21.50	1,000	\$21,500.00
		20,000	\$384,500.00

DDMS SITE MANAGEMENT, OPERATIONS AND REDUCTION Work consists of managing and operating DDMS sites and reducing Eligible disaster debris through grinding or source separation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Grinding	\$5.00	290,000	\$1,450,000.00

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH AIR CURTAIN INCINERATORS	Price per CY	Estimated Total Units	TOTAL
Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by City.			
Vegetative Waste Only	\$5.00	5,000	\$25,000.00

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH CONTROLLED OPEN BURNING	Price per CY	Estimated Total Units	TOTAL
Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City.			
Vegetative Waste Only	\$4.00	5,000	\$20,000.00
HAUL-OUT OF REDUCED ELIGIBLE DEBRIS TO A COUNTY DESIGNATED FINAL DISPOSAL SITE	Price per CY	Estimated Total Units	TOTAL
Work consists of loading and transporting reduced Eligible disaster related debris from a City approved DDMS site to a City Designated Final Disposal Site.			
0-15 miles	\$4.75	7,500	\$35,625.00
16-30 miles	\$6.50	30,000	\$195,000.00
31-60 miles	\$7.00	30,000	\$210,000.00
61+ miles	\$8.00	10,500	\$84,000.00
		87,500	\$524,625.00

REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services, Eligible Vegetative Debris Removal.	Price per Tree	Estimated Total Units	TOTAL
6 inch to 12 inch diameter	\$100.00	20	\$2,000.00
13 inch to 24 inch diameter	\$180.00	50	\$9,000.00
25 inch to 36 inch diameter	\$300.00	20	\$6,000.00
37 inch to 48 inch diameter	\$470.00	10	\$4,700.00
49 inch and larger diameter	\$650.00	5	\$3,250.00
Hazardous Hanging Limb Removal larger than 2 inches diameter	\$125.00	1,500	\$187,500.00
		1605	\$212,450.00

REMOVAL OF ELIGIBLE HAZARDOUS STUMPS Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DDMS site or City Final Disposal Site. Contractor to backfill all stump holes.	Price per Stump	Estimated Total Units	TOTAL
25 inch to 36 inch diameter	\$450.00	8	\$3,600.00
37 inch to 48 inch diameter	\$600.00	4	\$2,400.00
49 inch and larger diameter	\$750.00	4	\$3,000.00
		16	\$9,000.00

TRANSPORT & DISPOSAL Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). City to designate specific materials to be collected as part of HHW program.	Price per CY	Estimated Total Units	TOTAL
	\$40.00	100	\$4,000.00

ELIGIBLE ROW WHITE GOODS DEBRIS REMOVAL Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DDMS Site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of Eligible White Goods from the designated County approved DDMS site to an approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the City on invoices.	Price per Unit	Estimated Total Units	TOTAL
Refrigerators, freezers, and other items requiring refrigerant recovery and decontamination	\$80.00	50	\$4,000.00
All other white goods	\$70.00	50	\$3,500.00
		100	\$7,500.00

ELIGIBLE E-WASTE ITEM REMOVAL Work consists of the recovery and disposal of televisions, computers, computer monitors unless otherwise specified in writing by the City.	Price per Unit	Estimated Total Units	TOTAL
Cost per unit	\$30.00	50	\$1,500.00

ELIGIBLE DEAD ANIMAL CARCASSESS Work consists of the recovery and disposal of dead animal carcasses.	Price per Unit	Estimated Total Units	TOTAL
Small animals less than 100 pounds	\$30.00	95	\$2,850.00
Large animals more than 101 pounds	\$100.00	5	\$500.00
		100	\$3,350.00

WATERWAYS DEBRIS REMOVAL Work consists of the removal, transportation and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
Marine Based Operations - Cubic yard	\$55.00	800	\$44,000.00
Land Based Operations - Cubic yard	\$42.00	800	\$33,600.00
		1,600	\$77,600.00

SOIL/SAND/BEACH SCREENING Work consists of the collection of Eligible debris laden sand from City beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand pile, transportation of sand back to the City beach and shaping sand to final grade	Price per CY	Estimated Total Units	TOTAL
Cubic yard	25.00	100	\$2,500.00

REGULAR ITEM

16



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
COUNCIL

2. MEETING DATE:
DECEMBER 13, 2018

3. REQUESTED MOTION/ACTION:
CONSIDER FIRST READING OF AN ORDINANCE AMENDING THE CITY'S CHARTER AND CODE OF ORDINANCES TO REVISE THE POWERS OF THE CITY'S CIVIL SERVICE BOARD.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

THE CITY CHARTER PRESENTLY PROVIDES FOR THE CIVIL SERVICE BOARD TO ACT AS A HIRING BOARD AS WELL AS A GRIEVANCE BOARD. THE CIVIL SERVICE BOARD IS TASKED WITH CONDUCTING THE HIRING PROCESS AND MAKING RECOMMENDATIONS TO THE CITY MANAGER. THIS CIVIL SERVICE SYSTEM ALSO ENTITLES AGGRIEVED CIVIL SERVICE MEMBERS TO APPEAL ANY DISCIPLINARY PROCEEDINGS.

AT ITS NOVEMBER 8 MEETING, COUNCIL DIRECTED STAFF TO PREPARE AN ORDINANCE AMENDING THE CHARTER TO LIMIT THE CIVIL SERVICE BOARD'S POWER TO ONLY HANDLING CIVIL SERVICE GRIEVANCES OR APPEALS. THE ORDINANCE REPEALS AND AMENDS CERTAIN PROVISIONS OF THE CHARTER AND CODE OF ORDINANCES TO CONFIRM THE EXISTENCE OF A CITY CIVIL SERVICE SYSTEM AND REVISE THE CIVIL SERVICE BOARD'S ROLE.

IF COUNCIL APPROVES FIRST READING OF THIS ORDINANCE, THE ORDINANCE WILL BE PUBLISHED FOR SECOND READING AND PUBLIC HEARING. IF ADOPTED FOLLOWING SECOND READING, THE ORDINANCE WILL NOT BE EFFECTIVE UNTIL APPROVED BY REFERENDUM, AND A RESOLUTION TO PLACE THE QUESTION ON THE BALLOT WILL BE BROUGHT BACK TO THE COUNCIL FOR APPROVAL.

ORDINANCE NO. 1482

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CHARTER TO DISSOLVE THE CITY'S CIVIL SERVICE SYSTEM; AMENDING THE CITY'S CHARTER TO REQUIRE THE CREATION OF A CIVIL SERVICE SYSTEM; AMENDING THE CITY'S CODE OF ORDINANCES TO ESTABLISH THE CITY'S CIVIL SERVICE BOARD AND CIVIL SERVICE SYSTEM; PROVIDING AN EFFECTIVE DATE; PROVIDING THAT THE AMENDMENT PROPOSED SHALL BE EFFECTIVE ONLY UPON THE APPROVAL OF REFERENDUM AS SPECIFIED IN THE ORDINANCE AND REPEALING ORDINANCES IN CONFLICT.

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

SECTION 1. From and after the effective date of this ordinance, Article VI of the City Charter of the City of Panama City Beach, related to Civil Service is hereby repealed.

SECTION 2. From and after the effective date of this ordinance, Article VI of the City Charter of the City of Panama City Beach, related to Civil Service is created to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 6-1. - Civil Service System.

The City Council shall create, by ordinance, a Civil Service System, based upon the merit principle for the City. The ordinance creating the Civil Service System shall set forth the powers and duties of the civil service board.

SECTION 3. From and after the effective date of this ordinance Section 3-

5 of the City Charter of the City of Panama City Beach, related to powers and duties of the City Manager is amended to read as follows

Sec. 3-5. - Same—Powers and duties.

The City Manager shall be the chief administrative officer of the City and shall be responsible to the City Council for the administration of all City affairs placed in his/her charge by this Charter or by ordinances of the City. To that end, he/she shall have the following powers and duties:

(a) He/she shall appoint, supervise, regulate and, when he/she deems it necessary for the good of the City, discipline, demote, suspend or remove any City employee or appointed administrative officer, except the City Clerk and the City Attorney, subject to any due process or grievance procedures provisions then in effect. ~~of Article 6 of this Charter.~~ He/she may promulgate personnel rules and regulations for City employees. He/she may authorize any subordinate officer or employee to exercise such powers with respect to subordinates in turn; provided, that the City Manager shall, in all cases, retain the right to alter or deny any determination made by such subordinates.

(b) He/she shall direct, supervise and be responsible for the administration of all departments, divisions, offices and positions of the City government, and may delegate to his/her subordinate officers and employees those powers which are necessary or expedient to the proper management, control and function of such departments, divisions, offices and positions.

(c) He/she shall have the power to create, combine or discontinue any administrative departments, divisions, offices and positions, subject to the due process or grievance procedures then in effect ~~requirements of Article 6 of this Charter~~ and subject to approval by the City Council. In so doing, he/she shall have the power to determine, consolidate, combine or distribute the functions and duties of such administrative departments, divisions, offices and positions.

(d) He/she shall ensure that all laws, provisions of this Charter, ordinances and other acts of the City Council, subject to enforcement by him/her or his/her subordinates, are faithfully executed.

(e) He/she shall attend all meetings of the City Council and shall have the right to take part in all discussions though not to vote on any matter.

(f) He/she shall have the right to recommend to the City Council for adoption such measures as he/she may deem necessary or expedient to the interests of the City.

(g) He/she shall keep the City Council fully advised as to the financial conditions and future needs of the City and shall, as he/she deems advisable, make recommendations to the City Council concerning the financial affairs of the City.

(h) As soon as practicable after the close of each fiscal year, he/she shall submit to the City Council a complete report on the finances and on the financial and administrative activities of the City government for the preceding fiscal year. He/she shall make such other reports as the City Council may require concerning the operation of the departments, divisions, offices and positions of the City government subject to his/her direction and supervision.

(i) Pursuant to the provisions of Section 5-2 of this Charter, he/she shall annually prepare a proposed budget to be submitted to the City Council for its consideration.

(j) Subject to the provisions of this Charter relative to purchases, contracts and competitive bidding, he/she shall purchase services, supplies, materials and equipment; provided, that such purchases are in conformance with the requirements of this Charter, state law and the ordinances of the City. Purchases shall be made only on behalf of the City pursuant to the provisions of appropriation ordinances or resolutions. The City shall not be liable for any service, supply, material or equipment furnished to the City unless the City Council shall have previously made an appropriation therefor. No contract shall be let for the construction of public improvements except in accordance with the directions of the City Council.

(k) He/she shall sign such contracts, bonds and agreements of the City as are required by this Charter or ordinances of the City or as directed by the City Council.

(l) He/she shall be responsible for the collection of all revenues and monies due the City and shall maintain proper records of such collections. He/she shall be responsible for the disbursement of all City monies and shall maintain proper records of such disbursements.

(m) He/she shall maintain a uniform system of accounts in which shall be entered all financial transactions of the City. He/she shall establish and require the maintenance of a uniform system of accounting for each administrative department, division, office or position of the City, and may audit such accounts at his/her discretion.

(n) He/she shall perform such other duties and shall have such other powers as are specified by this Charter or ordinances or resolutions of the City or as the City Council may require from time to time.

SECTION 4. From and after the effective date of this ordinance Article III,

Chapter 2 of the Code of Ordinances of the City of Panama City Beach, related to

Officers and Employees is amended to read as follows (new text **bold and underlined**,

deleted text ~~struckthrough~~):

Sec. 2-43. – Civil Service System, membership.

All employees on the payrolls of the City in authorized, permanent positions shall be members of the Civil Service, except the City Manager, the City Clerk and the City Attorney, and such assistant positions as each may establish. All authorized, permanent positions requiring full-time or part-time employees, excluding the City Manager, the City Clerk and the City Attorney, and their assistants, shall be filled from among applicants who have appeared before the Board of Civil Service Commissioners of the City, have satisfactorily completed the prescribed examination and have been recommended for employment or promotion by the aforementioned Board.

Ordinance 1482

Page 3 of 9

AGENDA ITEM #

16

Except as otherwise prescribed herein, all persons regularly employed in a position permanently authorized by the City on the effective date of this Section or any amendment to this Section are confirmed in office, rank or employment as members of the Civil Service.

Sec. 2-44 - Probationary periods.

Neither initial appointment nor promotion to an authorized, permanent position shall be deemed complete until a probationary period of one year has elapsed. A probationer may be reclassified or discharged at any time within the same period of one year by the City Manager. If the employee is not discharged during the probationary period of one year, then his/her employment or promotion shall be deemed complete and the employee shall become a regular employee. However, if an employee is in the process of completing the educational minimum for his/her position, the period of probation may be extended until the employee fulfills this requirement. In the event an employee promoted to a higher classification fails to become a regular employee at the termination of the probationary period, the probationer shall have the option to revert to the position held by him/her prior to such promotion.

Sec. 2-45. - Terms of office; reduction in grade, rank or pay.

Members of the Civil Service shall hold office or employment during good behavior and the satisfactory performance of duties. No member of the Civil Service shall be reduced in grade or rank, nor suffer any loss in pay, except as provided in Sections 2-46 through 2-48, inclusive, of this article.

Sec. 2-46. - Reductions in force; preferred listing for re-employment.

When the number of employees in any department becomes excessive through either re-organization or modification of the work load, the City Manager shall certify this fact to the City Council, who shall cause an investigation to be made. If such investigation confirms the statement of the City Manager, then the City Council shall have the right to terminate the employment of the excess personnel; provided, that the person who stands lowest in rank or classification, shall be the first discharged, and this system of discharge shall continue until the necessary reduction in the number of personnel has been accomplished; and provided, that persons so discharged shall be placed upon a preferred list by the City Manager, and shall be given priority for re-employment. When a vacancy occurs in any department it will, if practicable, be filled by the re-employment of a person whose name is carried on the preferred list, beginning with that individual whose priority is established by rank or classification and seniority. The City Manager shall fill all vacancies from the preferred list, so far as practicable. Position on the preferred list shall be determined first by rank or classification and then by seniority within that rank.

Sec. 2-47. - Removals, suspensions, fines and discharges.

No member of Civil Service shall be removed, suspended, fined, discharged or caused to suffer any other prejudicial action, except for cause shown upon written charges of misconduct, or violation of law, ordinances, rules of Civil Service or personnel policies of the

Ordinance 1482

Page 4 of 9

City. Charges shall be in letter form and shall state concisely the specific charges against the member. Such punitive action shall be reported to the Board of Civil Service Commissioners as soon as practical after such charge is issued, but not later than seventy-two hours after issuance. As provided below, the member shall be afforded an opportunity to appeal the suspension or other punitive action in writing to the Board of Civil Service Commissioners and to be heard in his/her own defense. Such charges shall be inquired into by and before said Board and a determination will be made as to whether the action of the City Manager was warranted or unwarranted. These requirements do not apply when action set forth in Sections 2-44(probationary period) or 2-46 (reduction in force) of this article is being followed.

Suspension: The City Manager or head of any department may immediately suspend a subordinate for a reasonable period of no more than thirty (30) days. The employee so suspended may appeal in writing to be heard in his/her own defense. The findings and decision of the Board shall be final and shall be certified to the City Manager. If the Board determines that the suspension was unwarranted and without just cause, the member concerned shall be restored to duty immediately and he/she shall be paid any salary and benefits lost as a result of the suspension.

Other Punitive Action. The City Manager may immediately remove, fine, discharge or otherwise discipline a member as permitted by applicable law. The member so disciplined may appeal in writing to be heard in his/her own defense. If the Board determines that the discipline was unwarranted and without just cause, the City Manager may impose within three (3) business days thereafter a lesser form of discipline which the member may also appeal to the Board. In the event that the City Manager has also suspended the member, that suspension shall extend until three (3) business days after the Board makes a final decision upon the first or any subsequent, lesser disciplinary action imposed by the City Manager or until the City Manager shall lift the extended suspension.

Sec. 2-48. - Incompetence, neglect of duty, insubordination, etc.

Any member of the Civil Service who shall be incompetent, neglectful of his/her duty, guilty of insubordination, immorality or drunkenness or who fails to meet his/her just and honorable financial obligations or conducts himself/herself in such manner as to reflect discredit upon his/her fellow employees or the City or both shall be subject to suspension, demotion, or discharge as provided in Section 2-47.

Any employee affected by this article who shall, while on duty, engage in political activity either federal, state, county or city, shall be subject to demotion, suspension or discharge; provided, however, that nothing herein contained shall prevent any employee from voting in any election.

SECTION 5. From and after the effective date of this ordinance Article V, Division 3 of the Code of Ordinances of the City of Panama City Beach, related to Boards, Commissions, and Committees is created to read as follows (new text **bold**

Ordinance 1482

Page 5 of 9

and underlined, deleted text ~~struck through~~):

DIVISION 3. -CIVIL SERVICE BOARD

Sec. 2-222. - Board of Civil Service Commissioners.

(a) *Continuation of present board.* The Board of Civil Service Commissioners for the City, established by Section 12 of Chapter 70-874, Special Laws of Florida, shall continue as presently constituted. The members of the Board of Civil Service Commissioners shall continue to hold office as provided in said Act until their successors have been selected and have taken office pursuant to this section.

(b) *Composition; qualifications and selection of members.* The Board of Civil Service Commissioners shall be composed of five (5) members who shall be qualified electors of the City of Panama City Beach and who shall be selected as follows: one member shall be named and designated by the City Council during the first fifteen (15) days of September of each year; one member shall be named and designated by the employees affected by the provisions of this article during the first fifteen (15) days of September of each year; and one member shall be named and designated during the last fifteen (15) days of September of each even-numbered year by the four (4) members then serving.

(c) *Terms.* The term of office for each member of the Board of Civil Service Commissioners, elected to office as prescribed herein, shall be for two years beginning the first Wednesday in October of the year in which he/she was elected and terminating at midnight or the day preceding the first Wednesday of October of the second year.

(d) *Vacancies.* Whenever vacancies occur in the office of Civil Service Commissioners by death, resignation or otherwise, a successor shall be elected in the same manner as that in which the position was filled originally. Such successor shall be elected to serve for the unexpired term of his/her predecessor in office. Such vacancy shall be filled no more than fifteen (15) days after such vacancy occurs.

(e) *Ineligible persons.* No person who has been convicted of a felony or who is an officer or employee of the City shall be eligible to hold office as a Commissioner of Civil Service.

(f) *Compensation.* Each Civil Service Commissioner named under this section as provided herein shall receive as compensation for his/her services the sum of one hundred twenty dollars (\$120.00) per annum.

(g) *Staff.* The City shall secure such legal counselors, clerks, and stenographers, including a full-time secretary, as may be required to assist the Board of Civil Service Commissioners.

(h) *Funding.* The City Council shall budget and appropriate a sum sufficient to properly organize and maintain the Civil Service Department as herein delineated and shall appropriate a sum of money each year sufficient to carry out the purposes of this article.

(i) *Chairperson.* Immediately after the election of the Board of Civil Service Commissioners as

Ordinance 1482

Page 6 of 9

prescribed in this section, the Board shall organize itself by electing one of its members chairperson, to hold such office at the pleasure of the majority of the Board membership.

(j) *Meetings.* The Board of Civil Service Commissioners shall meet monthly to conduct such business as may properly be brought before the Board and shall be subject to call by the chairperson for such additional meetings as circumstances require. All hearings on all charges under Section 2-54 of this article shall be open, unless the employee against whom the charges are pending submits in advance of that hearing a written petition to the Board of Civil Service Commissioners for a private hearing and the legal basis therefor, and the Board finds good cause established under Florida law to permit the private hearing and grants such request.

(k) *Record.* A record of all business conducted by the Board of Civil Service Commissioners shall be maintained by the secretary of the Civil Service Board. This record shall be available, upon request, to the members of the City Council and otherwise as required by law.

(l) *Investigatory powers.* When inquiring into charges and hearing appeal by and before the Board of Civil Service Commissioners, each member thereof shall have the power to administer oaths, and the Board is authorized to compel by subpoena the attendance and testimony of witnesses and the production of books, papers and other data relevant to such inquiry or hearing.

Sec. 2-223. - Promulgation of rules and regulations; investigations.

- (a) The City Council and City Manager shall adopt, amend and enforce rules and regulations setting the substantive rights, duties, and conditions for the Civil Service System, Civil Service Membership, initial and continued employment, promotion, discipline, and removal to all authorized, permanent positions filled by the City, based on merit, efficiency, character and industry.
- (b) The Board shall adopt rules for the practice and procedure for discharge of its duties, including the time for seeking an appeal of any disciplinary action and the conduct of hearings before it, which shall have the force and effect of law. The Board shall make investigations, both as to the individuals and as to the departments, in carrying out the enforcement of this article and the rules adopted hereunder. The exceptions set forth in Section 2-2 of this Article shall apply with equal force to this section.

SECTION 6. If approved by referendum as provided in this Ordinance, the appropriate officers and agents of the City are authorized and directed to codify, include and publish the provisions of this Ordinance within the Panama City Beach Charter.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are

Ordinance 1482

Page 7 of 9

AGENDA ITEM # 16

repealed to the extent of such conflict.

SECTION 8. This Ordinance shall take effect immediately upon passage, but the amendment proposed hereby shall become effective immediately upon approval by a majority of the electors of the City voting in the next general election or special election called for such purpose; and if the electors shall not approve the amendment proposed by this Ordinance at such referendum, or should no referendum be held within one (1) year from the passage of this Ordinance, then the proposal not approved shall be void and of no force and effect.

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2019.

MAYOR

Published in the _____ on the ____ day of _____, 201__.

Posted on pcbgov.com on the ____ day of _____, 2018.

REGULAR ITEM

17

RESOLUTION 19-32

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT FOR ADDITIONAL FUNDS NECESSARY TO SUPPLEMENT THE PROCUREMENT OF NEW VEHICLES, EQUIPMENT AND OFFICERS FOR THE POLICE DEPARTMENT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on October 25, 2018, the City approved Budget Amendment #2, providing funds for vehicle and equipment for new officers authorized after Hurricane Michael; and

WHEREAS, that budget amendment estimated the cost for these expenditures to be \$100,800, but the actual amount needed is \$124,293, requiring a \$24,000 budget amendment to fully fund this expenditure; and

WHEREAS, a budget amendment is also necessary to fund the purchase of mobile radios for new and existing officers; and

WHEREAS, police impact fees are available to fund these expenditures.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City Beach that the following budget amendment (#7) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the expenditure of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMACITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

JO SMITH, CITY CLERK

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 7

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.60-10	Capital Outlay < \$5,000	103,850.00	41,700.00	145,550.00
TO	001-2101-521.64-20	Machinery and Equipment	775,800.00	24,000.00	799,800.00
FROM	001-8100-999.95-00	Reserves Restricted	1,517,920.00	(65,700.00)	1,452,220.00
		Check Adjustment Totals:	2,397,570.00	0.00	2,397,570.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds in the FY 2019 budget as follows - 1) additional funds for vehicles and related emergency lighting for (3) new patrol officers authorized after Hurricane Michael; to be funded with police impact fees; budget amendment #2 included \$100,800 as estimate for these expenditures and the actual amount needed is \$124,293 thus an additional \$24,000 budget amendment is necessary and 2) radios to be funded with police impact fees as follows: (9) mobile radios at approximately \$3,900 each - (4) for officers in original budget, (3) for officers added after Hurricane Michael and (2) for new officers in prior year not previously purchased PLUS (2) portable radios for new officers in prior year not previously purchased at approximately \$3,300 each

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

EXHIBIT A AGENDA ITEM # 17



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Panama City Beach Police Department

2. MEETING DATE:
December 13, 2018

3. REQUESTED MOTION/ACTION:

We respectfully request the Council's approval for the purchase of nine (9) Motorola APX6500 radios and nine (9) Motorola APX6000Li radios at a cost of \$64,570.50 from Motorola Solutions, Inc.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

We respectfully request the Council's approval to purchase nine (9) Motorola APX6500 radios and nine (9) Motorola APX6000Li radios from Motorola Solutions, Inc. at a cost of \$64,570.50. This is nine (9) mobile radios and nine (9) portable radios which will help ensure communications for new Officers and funded through impact fees..

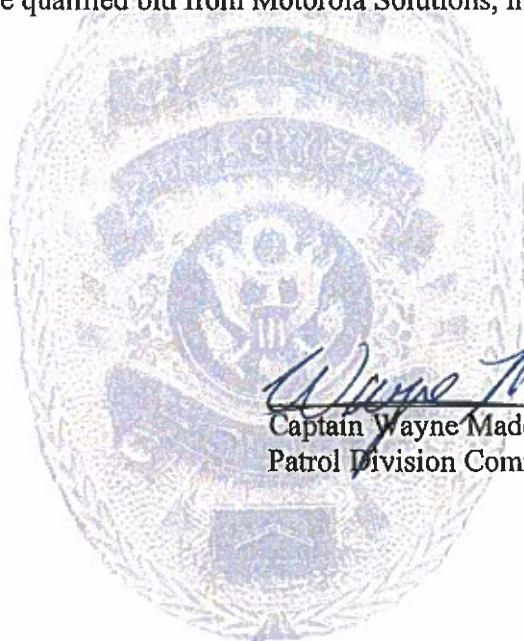
Panama City Beach Police Department

17115 Panama City Beach Parkway
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850)233-5013

www.beachpolice.org

Portable/Mobile Radio Purchase Request

On October 2, 2018, I opened bids for six (6) mobile radios and six (6) portable radios. The Bid Notice was bid specific (Motorola APX6500/APX6000Li 700/800 P25 Compliant). We received one (1) qualified bid from Motorola Solutions, Inc. and one (1) bid from BK Technologies which did not meet the requirements of the bid request. I am requesting we utilize the qualified bid from Motorola Solutions, Inc. for the radio purchase.




Captain Wayne Maddox
Patrol Division Commander

"Dedicated to Excellence"

AGENDA ITEM # 17

Bid Notice for Police Mobile and Portable Radios

The City of Panama City Beach hereby solicits sealed bids for the following equipment:

- Six (6) Motorola APX6500 700/800 P25 Compliant "mobile" radios (for police use) with the following requirements:
 - Any and all P25 trunking needs, including software
 - Astro Digital CAI Operation
 - Smartzone Operation APX6500
 - APX Control Head
 - Dash Mount
 - 3 DB Low Profile Antenna
 - Palm Microphone
 - Increased Audio Power 13W
 - Programming fees
 - 3 year extended Warranty \$3,882.50 / \$23,295.00
 - Shipping Programming Included
Installation Responsibility of Customer

- Six (6) Motorola APX6000 Li 700/800 P25 Compliant "portable" radios (for police use) with the following requirements:
 - Any and all P25 trunking needs, including software
 - Submersible
 - Charger
 - External lapel microphone (24 inch)
 - Available port for earpiece, either on lapel or radio
 - Backlight
 - Rugged water resistant / immersion housing
 - Programming fees
 - Extra battery
 - 3 year extended warranty \$3,292 / \$19,752
 - Shipping Programming Included
 - Extra antenna

Please include a price for individual units in case the funding becomes limited.

Bids must be sealed and will be received until **12:00 p.m. (noon) Central Time, October 2, 2018** at the **City of Panama Beach Police Department, Attn: Captain Wayne Maddox, 17115 Panama City Beach Parkway, Panama City Beach, Florida, 32413**, and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any formality in bids received. All bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All bids shall be firm and for a period of 12 months after opening.

Advertisement Dates: September 18, 2018 begins



THE RIGHT PERFORMER AT THE RIGHT PRICE

APX™ 6000Li P25 PORTABLE RADIO

Wherever the mission takes you, you want a radio that gives you everything you need at a price you can afford, without sacrificing quality, safety or response time. Whether it's a lightweight design or a specific set of features, you expect performance that is second to none.

The APX 6000Li P25 Phase 2 capable portable radio delivers all that you want at a price that fits your budget. Pay only for the functionality you need at the level you can afford, without giving up the exceptional quality, design excellence and reliability you expect from APX.

SOPHISTICATED YET SIMPLY INTUITIVE

Everything about the APX 6000Li was designed to help responders do their jobs more effectively and safely. A unique dual microphone design locates the talker while cancelling ambient noise. The innovative T-grip shape provides a secure grip and better control and the high-contrast color display is easy to read in different lighting scenarios.

IMPROVE SAFETY WITH SMARTER TECHNOLOGY

The APX 6000Li is the affordable performer that gives you smart features like P25 Phase 2 technology for twice the voice capacity. Not only is it backwards and forwards compatible with all Motorola mission critical radio systems, it supports applications like Mission Critical Wireless and GPS location tracking to help you locate your people, manage assets and improve personnel safety.

SMALL SIZE, BIG TECHNOLOGY, LOW COST

Single band, technology-rich solution

Pay for only the features you need

Three lightweight models

Ideal for firefighters, law enforcement, military and more

P25 Phase 2 capable for twice the voice capacity

Backwards and forwards compatible with all Motorola mission critical radio systems

Mission Critical Wireless and GPS location tracking for greater safety

PRODUCT SPEC SHEET
APX™ 6000Li



FEATURES AND BENEFITS:

- Available in 700/800 MHz, VHF, UHF R1, and UHF R2 bands
- Trunking standards supported:
 - Clear or digital encrypted ASTRO®25 Trunked Operation
 - Capable of SmartZone®, SmartZone Omnilink, SmartNet®
- Analog MDC-1200 and Digital APCO P25 Conventional System Configurations
- Narrow and wide bandwidth digital receiver (6.25 kHz equivalent / 25/20/12.5 kHz)*
- Embedded digital signaling (ASTRO & ASTRO 25)
- Available in 3 models
- Integrated GPS capable
- Intelligent Lighting
- Radio Profiles
- Unified Call List (Models 2.5 and 3.5 only)
- User programmable voice announcement
- Meets Applicable MIL-STD-810C, D, E, F and G
- IP67 standard (submersible 1 meter, 30 minutes)**
- Custom recess label areas

Superior Audio Features:

- 0.5 W high audio speaker
 - Dual microphones
 - 2-mic noise canceling technology
- Utilizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)
- Supports USB communications
 - Built in FLASHport™ support
- Full portfolio of accessories including IMPRES batteries, chargers and audio devices

OPTIONAL FEATURES:

- Mission Critical Wireless***
- Single Algorithm Encryption
- Programming Over Project 25
- Tactical OTAR
- Text Messaging
- Man Down

*Per the FCC Narrowbanding rules, new products (APX6000Li UHF R1, UHF R2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

** Radios meet industry standards (IPx7) for immersion.
*** Compatible with BT 2.0 and HSP and PAN BT Profiles

TRANSMITTER TYPICAL PERFORMANCE SPECIFICATIONS

	700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776, 793-806 MHz 806-824, 851-870 MHz	136-174 MHz	380-470 MHz 450-520 MHz
Channel Spacing		25/20/12.5 KHz	25/20/12.5 KHz	25/20/12.5 KHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj ¹		1-3 Watts Max	1-6 Watts Max	1-5 Watts
Frequency Stability ¹ (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting ¹		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated) ¹		-75 dB	-75 dB	-75 dB
Audio Response ¹		+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise	700 MHz 800 MHz	-48 dB/-47 dB -46 dB/-45 dB	-47 dB -45 dB	-47 dB -45 dB
Audio Distortion ¹	700 MHz 800 MHz	0.60 % 1 %	0.50 %	0.50 %

BATTERIES FOR APX 6000

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2150 mAh IP67**	3.39" x 2.34" x 1.46"	5 oz	PMNN4403	2150 mAh
Li-Ion IMPRES 2900 mAh IP67	3.07" x 2.34" x 1.65"	6.53 oz	NNTN7038	2900 mAh
Li-Ion IMPRES 4200 mAh IP67	5.07" x 2.34" x 1.65"	11.29 oz	NNTN7034	4200 mAh
Li-Ion IMPRES 4100 mAh FM ² IP67	5.07" x 2.34" x 1.65"	11.29 oz	NNTN7033	4100 mAh
NiMH IMPRES 2100 mAh IP67	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7037	2100 mAh
NiMH IMPRES 2000 mAh FM ² IP67	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7036	2000 mAh
Li-Ion IMPRES 2300 mAh FM ²	3.39" x 2.34" x 1.65"	6.53 oz	NNTN8092	2300 mAh

**Standard shipping battery



PRODUCT SPEC SHEET
APX™ 6000Li

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 KHz	25/20/12.5 KHz	25/20/12.5 KHz	25/20/12.5 KHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated ¹		500mW	500mW	500mW	1000 mW
Frequency Stability ¹ (-30°C to +60°C, +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Analog Sensitivity ²	12 dB SINAD	0.250 µV	0.216 µV	0.234 µV	0.234 µV
Digital Sensitivity ⁴	1% BER (800 MHz) 5% BER	0.347 µV (0.333 µV) 0.251 µV	0.277 µV 0.188 µV	0.307 µV 0.207 µV	0.307 µV 0.207 µV
Selectivity ¹	25 kHz channel 12.5 kHz channel	75.7 dB 67.5 dB	79.3 dB 70 dB	78.3 dB 68.1 dB	78.3 dB 67.5 dB
Intermodulation		80 dB	80.5 dB	80.2 dB	80.2 dB
Spurious Rejection		76.6 dB	93.2 dB	80.3 dB	80.3 dB
FM Hum and Noise	25 kHz 12.5 kHz	-54 dB -48 dB	-53.8 dB -48 dB	-53.5 dB -47.4 dB	-53.5 dB -47.4 dB
Audio Distortion ¹		.9 %	1.20 %	0.91 %	0.91 %

RADIO MODELS

MODEL 1.5



MODEL 2.5



MODEL 3.5



Display

Full bitmap monochromatic LCD top display
 1 line text x 8 characters
 1 line of icons
 No menu support
 Multi-color backlight

Top display plus:
 Full bitmap color LCD display
 4 lines of text x 14 characters
 2 lines of icons
 1 menu line x 3 menus
 White backlight

Top display plus:
 Full bitmap color LCD display
 4 lines of text x 14 characters
 2 lines of icons
 1 menu line x 3 menus
 White backlight

Keypad

none

Backlight keypad
 3 soft keys
 4 direction Navigation key
 Home and Data buttons

Backlight keypad
 3 soft keys
 4 direction navigation key
 4x3 keypad
 Home and Data buttons

Channel Capacity

96

1000

1000

FLASHport Memory

64 MB

64 MB

64 MB

700/800 MHz (763-870 MHz)

H98UCD9PW5AN Q360EF

H98UCF9PW6AN Q360EF

H98UCH9PW7AN Q360EF

VHF (136-174 MHz)

H98KGD9PW5AN Q360EG

H98KGF9PW6AN Q360EG

H98KGH9PW7AN Q360EG

UHF Range 1 (380-470 MHz)

H98QDD9PW5AN Q360EH

H98QDF9PW6AN Q360EH

H98QDH9PW7AN Q360EH

UHF Range 2 (450-520 MHz)

H98SDD9PW5AN Q360FC

H98SDF9PW6AN Q360FC

H98SDH9PW7AN Q360FC

Buttons & Switches

Large PTT button ■ Angled On/Off volume control ■ Orange emergency button ■ 16 position top-mounted rotary switch
 ■ 2-position concentric switch ■ Multi-color backlight ■ 3-position toggle switch ■ 3 programmable side buttons

Transmitter Certification

700/800 (764-869 MHz)

AZ489FT5863

VHF (136-174 MHz)

AZ489FT3829

UHF Range 1 (380-470 MHz)

AZ489FT4892

UHF Range 2 (450-520 MHz)

AZ489FT4903

FCC Emissions Designators

FCC Emissions Designators

11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E *

Power Supply

Power Supply

One rechargeable 2150 mAh Li-Ion Battery Standard (PMNN4403), with alternate battery options available.



PRODUCT SPEC SHEET
APX™ 6000Li

PORTABLE MILITARY STANDARDS 810 C, D, E, F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Immersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

DIMENSIONS OF THE RADIOS WITHOUT BATTERY

	Inches	Millimeters
Length	5.47	139
Width Push-To-Talk button	2.39	60.7
Depth Push-To-Talk button	1.40	35.6
Width Top	2.98	75.7
Depth Top	1.58	40.1
Depth Bottom of Battery	1.24	31.5
Weight of the radios without battery	10.9 oz	309 g

ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DWP-XL
Encryption Algorithm Capacity	1
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CA1 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

GPS SPECIFICATIONS

Channels	12
Tracking Sensitivity	-159 dBm
Accuracy ¹	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

RUGGED OPTION SPECIFICATIONS

Leakage (immersion)	MIL-STD-810 C,D,E,F and G Method 512.X Procedure I
Housing Availability	Black

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature ²	-30°C / +60°C
Storage Temperature ²	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP67, MIL-STD
Immersion	MIL-STD 512 X/I

- ¹ Measured in the analog mode per TIA / EIA 603 under nominal conditions
- ² When used with an FM approved intrinsically safe radio
- ³ Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.
- ⁴ Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.
- ⁵ Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal -130 dBm signal strength).
- ⁶ Temperatures listed are for radio specifications. Battery storage is recommended at 25°C, ±5°C to ensure best performance.

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

For more information on the right performer at the right price, visit motorolasolutions.com/apx

Motorola Solutions, Inc.
East Algonquin Road Schaumburg, Illinois 60196, U.S.A.
800-367-2346 motorolasolutions.com

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83-4-2048D



SPECIFICATION SHEET



APX™ 6500

PROJECT 25 MOBILE RADIO

We've put exceptional flexibility into an advanced mission critical mobile radio that's easy to operate and intuitive to use. The APX 6500 P25 mobile allows users to choose from 4 control heads, mid and high power models and multiple installation configurations in an easy to install design. Innovative safety features such as GPS location tracking, intelligent lighting and one-touch controls help to keep first responders safer than ever before.

Focus on the task not the technology, with the hardworking mission critical mobile that turns mission critical into mission complete.



FLEXIBLE PLATFORM

- Interchangeable control heads that best support your operational needs - 02, 03, 05, 07
- Two transceiver options - high-power and mid-power
- Dual control head support offered on the 02, 05 and 07 control heads

EASY TO INSTALL AND EFFORTLESS TO USE

- Mid-power model fits into any existing XT-L footprint, so you can reuse mounting holes and cables
- High-power model trunion design lets you remove the radio without removing the cables
- 12 character RFID label helps you track information without uninstalling your radio

CUTTING-EDGE TECHNOLOGY AND ADVANCED FEATURES

- Project 25 Phase 2 technology provides twice the voice capacity
- Integrated GPS lets you locate and track an individual or vehicle
- Advanced features like intelligent lighting, radio profiles and text messaging improve communication and coordination



APX™ 6500 SPECIFICATIONS

FEATURES AND BENEFITS:

Available in 700/800 MHz, VHF, UHF R1 and UHF R2 bands
Channels: 870*

Trunking Standards supported:

- Clear or digital encrypted Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations

Narrow and wide bandwidth digital receiver (6.25kHz/12.5kHz/20kHz/25kHz)

Embedded digital signaling (ASTRO and ASTRO 25)

Integrated GPS capable

Integrated Encryption Hardware

Intelligent lighting

Radio profiles

Unified Call List

Ships standard IP54

Utilizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)

- Supports USB Communications
- Built in FLASHport™ support

Re-use of most XTL™ accessories, plus new IMPRES accessories

OPTIONAL FEATURES:

Enhanced Encryption Software Options

Programming over Project 25 (POP25)

Text Messaging

Over the Air Rekeying (OTAR)

12 character RF ID asset tracking

Tactical OTAR

*Enhancement package available

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2	
Frequency Range/Bandsplits	764-776 MHz 794-806 MHz		806-824 MHz 851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz	
Channel Spacing	25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Rated RF Output Power Adj ¹	10-30 Watts		10-35 Watts		10-50 Watts or 25-110 Watts		10-40 Watts or 25-110 Watts		10-45 Watts (450-485 MHz) 10-40 Watts (485-512 MHz) 10-25 Watts (512-520 MHz)	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	±0.00015 %		±0.00015 %		±0.0002 %		±0.0002 %		±0.0002 %	
Modulation Limiting ²	±5 kHz / ±2.5 kHz		±5 kHz/±4 kHz (NPSPAC) /±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz	
Modulation Fidelity (C4FM) 12.5kHz Digital Channel	±2.8 kHz		±2.8 kHz		±2.8 kHz		±2.8 kHz		±2.8 kHz	
Emissions ³	Conducted ⁴ -75/-85 dBc	Radiated ⁴ -20/-40 dBm	Conducted ⁴ -75 dBc	Radiated ⁴ -20 dBm	Conducted ⁴ -85 dBc	Radiated ⁴ -20 dBm	Conducted ⁴ -85 dBc	Radiated ⁴ -20 dBm	Conducted ⁴ -85 dBc	Radiated ⁴ -20 dBm
Audio Response ⁵	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise	25 kHz 12.5 kHz	-50 dB -48 dB	-50 dB -48 dB	-50 dB -48 dB	-53 dB -52 dB	-53 dB -52 dB	-53 dB -50 dB	-53 dB -50 dB	-53 dB -50 dB	-53 dB -50 dB
Audio Distortion ⁶	2 %		2 %		2 %		2 %		2 %	

DIMENSIONS

	Inches	Millimeters	
Mid Power Radio Transceiver	2 x 7 x 8.6	50.8 x 177.8 x 218.4	
O5 Control Head	2 x 7 x 2.5	50.8 x 180.3 x 63.5	
O2 Control Head	2.7 x 8 x 2.1	68.4 x 206 x 52.83	
O7 Control Head	2 x 7 x 1.5	50.8 x 178 x 40	
Mid Power Radio Transceiver and O5 Control Head - Dash Mount	2 x 7 x 9.6	50.8 x 180.3 x 243.8	
Mid Power Radio Transceiver and O2 Control Head - Dash Mount	2.7 x 8 x 10.5	68.4 x 206 x 268	
Mid Power Radio Transceiver and O7 Control Head - Dash Mount	2 x 7 x 10.3	50.8 x 178 x 262	
Mid Power Radio Transceiver and Remote Mount	2.0 x 7 x 9.6	50.8 x 180.3 x 243.8	
High Power Radio Transceiver	2.9 x 11.5 x 8.8	74 x 293 x 223	
High Power Radio Transceiver with Handle	3.4 x 11.5 x 8.8	87 x 293 x 223	
Mid Power Radio Transceiver and O5 Control Head Weight	6.6 lbs	3.0 kg	
Mid Power Radio Transceiver and O2 Control Head Weight	7.12 lbs	3.23 kg	
Mid Power Radio Transceiver and O7 Control Head Weight	6.74 lbs	3.06 kg	
High Power Radio Transceiver Weight	With Trunnion Without Trunnion	14.2 lbs 12 lbs	6.4 kg 5.4 kg

APX 6500 CONTROL HEAD PORTFOLIO



02 RUGGED CONTROL HEAD

- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Built in 7.5 watt speaker
- Multiple control head configuration (up to 2)
- Multifunction volume/channel knob
- Night/day mode button



03 HAND HELD CONTROL HEAD

- Large color display with intelligent lighting
- 2 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Integrated full size DTMF keypad
- Hand-held control head with intuitive user interface
- Two quick-access side buttons
- Display contrast selector



05 STANDARD CONTROL HEAD

- Tri-color display with intelligent lighting
- 2 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Available with Keypad Microphone
- Multiple control head configuration (up to 2)
- Display contrast selector



07 ENHANCED CONTROL HEAD

- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Available with Lighting & Siren Controls or DTMF Keypad
- Multiple control head configuration (up to 2)
- Multifunction volume/channel knob
- Night/day mode button

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700 MHz	800 MHz	VHF	UHF Range 1		UHF Range 2		
Frequency Range/Bandsplits		764-776 MHz	851-870 MHz	136-174 MHz	380-470 MHz		450-520 MHz		
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz		25/20/12.5 kHz		
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit		Full Bandsplit		
Audio Output Power at 3% distortion*		7.5 W or 15 W ++	7.5 W or 15 W ++	7.5 W or 15 W ++	7.5 W or 15 W ++		7.5 W or 15 W ++		
Frequency Stability* (-30°C to +60°C, +25°C Ref.)		±/-0.8 PPM	±/-0.8 PPM	±/-0.8 PPM	±/-0.8 PPM		±/-0.8 PPM		
Analog Sensitivity*	12 dB SINAD	-121 dBm	-121 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Pre-Amp -123 dBm	Standard -119 dBm
Digital Sensitivity	5% BER	-121.5 dBm	-121.5 dBm	-123 dBm	-119 dBm	-123 dBm	-119 dBm	-123 dBm	-119 dBm
Intermodulation	25 kHz	82 dB	82 dB	84 dB	86 dB	82 dB	86 dB	82 dB	86 dB
	12.5 kHz	82 dB	82 dB	85 dB	86 dB	83 dB	85 dB	83 dB	85 dB
Spurious Rejection		91 dB	91 dB	95 dB		93 dB		93 dB	
Audio Distortion at rated*		1.20%	1.20%	1.20%		1.20%		1.20%	
FM Hum & Noise	25 kHz	59 dB	59 dB	59 dB		55 dB		57 dB	
	12.5 kHz	50 dB	50 dB	50 dB		50 dB		50 dB	
Selectivity*	25 kHz	85 dB	85 dB	85 dB		85 dB		85 dB	
	12.5 kHz	75 dB	75 dB	75 dB		75 dB		75 dB	
	30 kHz	—	—	90 dB		—		—	

SIGNALING (ASTRO MODE)

Signaling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 40,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO® Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA; Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

GPS SPECIFICATIONS

Channels	12
Tracking Sensitivity	-153 dBm
Accuracy**	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

POWER AND BATTERY DRAIN

Model Type	136-174 MHz, 380-470 MHz, 450-520 MHz, 764-870 MHz							
Minimum RF Power Output	10-35 Watts (764-870 MHz), 10-50 Watts or 25-110 Watts (136-174 MHz), 10-40W or 25-110 Watts (380-470 MHz), 10-45Watts (450-485 MHz), 10-40Watts (485-512 MHz), 10-25Watts (512-520 MHz)							
Operation	13.8V DC ±20% Negative Ground							
Standby at 13.8V	0.85A (764-870 MHz), 0.85A (136-174 MHz), 0.85A (380-470 MHz), 0.85A (450-520 MHz)							
Receive Current at Rated Audio at 13.8V	3.2A (764-870 MHz), 3.2A (136-174 MHz), 3.2A (380-470 MHz), 3.2A (450-520 MHz)							
Transmit Current (A) at Rated Power	136-174 MHz (10-50 Watt)	13A (50W)	8A (15W)	764-870 MHz (10-35 Watt)	12A (50W)	8A (15W)		
	380-470 MHz (10-40 Watt)	11A (40W)	8A (15W)	136-174 MHz (25-110 Watt)	20A (110W)			
	380-470 MHz (10-40 Watt)	11A (45W)	8A (15W)	380-470 MHz (25-110 Watt)	24A (110W)			

MOBILE MILITARY STANDARDS 810 C, D, E, F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I-A1, II
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I-C3, II
Temperature Shock	503.1	1 Proc	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I-C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I-A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II-Aggravated
Salt Fog	509.1	1 Proc	509.2	1 Proc	509.3	1 Proc	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I, II	510.3	I, II	510.4	I, II	510.5	I, II
Vibration	514.1w	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I-cat.24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI

ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CA1 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing, OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology(NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP54, MIL-STD

FCC TYPE ACCEPTANCE ID

BAND	OUTPUT POWER	TRANSMITTER NUMBER
764-870 MHz	10-35 Watts	AZ492FT5858
136-174 MHz	25-110 Watts	AZ492FT3821
136-174 MHz	10-50 Watts	AZ492FT3824
380-470 MHz	10-40 Watts	AZ492FT4894
380-470 MHz	25-110 Watts	AZ492FT4897
450-520 MHz	10-45 Watts	AZ492FT4896

* Measured in the analog mode per TIA/EIA 603 under nominal conditions

** Accuracy specs are for long-term tracking

(95th percentile values >5 satellites visible at a nominal -130 dBm signal strength)

+ Specs includes performance for the non-GNSS/GNSS bands

++ Output power in to 8 and 3.2 Ohm external speakers respectively

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

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R3-1-2017E





Panama City Beach, FL Police Department

**Bid for Police Mobile and Portable Radios
October 2, 2018**

BK Technologies



9/21/2018

AGENDA ITEM #

17

Technical Response

BK Technologies is a Florida owned/operated radio manufacturer specializing in P25 radios purpose built for Public Safety.

We are bidding an alternative to the specific brand/model listed – yet meeting/exceeding every technical specification.

We have a strong track record of operating seamlessly and flawlessly on an Astro Digital Radio System.

Six (6) KNG-M800 P25 Compliant "mobile" radios (for police use) with the following requirements:

- Any and all P25 trunking needs (Phase 1 and Phase 2 included), including software
- Astro Digital CAI Operation
- Smartzone Operation
- Control Head
- Dash Mount (all cables and mounting hardware included)
- 3 DB Low Profile Antenna
- Palm Microphone
- Increased Audio Power **15W**
- Programming included
- Lifetime software/firmware updates included
- 3 year extended Warranty (total 5 year warranty)
- Shipping

• Six (6) KNG-P800 P25 Compliant "portable" radios (for police use) with the following requirements:

- Any and all P25 trunking needs (Phase 1 and Phase 2 included), including software
- Submersible (IP67/IP68 and MIL-STD 810 C/D/E/F/G)
- Charger (Intelligent Charger)
- External lapel microphone (24 inch)
- Available port for earpiece, either on lapel or radio
- Backlight
- Rugged water resistant / immersion housing (IP67/IP68 and MIL-STD 810 C/D/E/F/G)
- Programming included
- Extra battery (Intelligent Batteries)
- Lifetime software/firmware updates included
- 3 year extended warranty (Total 5 years)
- Shipping
- Extra antenna

Pricing

Mobile Radio (per specs on Page 2) \$2,442.50 each

Portable Radio – (per specs on Page 2) \$1,701.00 each

Total for 6 Mobile and 6 Portable radios \$24,861.00



PREPARED BY:

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Title Regional Sales Manager
Email kbickel@bktechnologies.com

PREPARED FOR:

Contact Name FL Panama City Beach Police

Quote Number 00001488
Created Date 9/19/2018
Type of Contract No Contract
Name

Expiration Date 12/28/2018
Shipping Payment FEDEX - BK paid

Bill To Name FL Panama City Beach Police
Bill To 17115 Panama City Beach Pkwy
Panama City Beach, FL 32413

Ship To Name FL Panama City Beach Police
Ship To 17115 Panama City Beach Pkwy
Panama City Beach, FL 32413

Product	Product Description	Quantity	List Price	Sales Price (Unit)	Total Price
KNG-M800	763-870 MHz, Digital/Analog, P25, 5000 channels, 30/35 Watts Dash Mount	6.00	\$3,658.34	\$1,908.00	\$11,448.00
MWV800	Mobile Antenna, 763-870 MHZ	6.00	\$105.00	\$52.50	\$315.00
NMO-NTYPE	Fixed Antenna Mount NMO w/ Type N Connector	6.00	\$50.00	\$25.00	\$150.00
KAA0276	Standard Handheld Microphone KNG-M	6.00	\$266.00	\$133.00	\$798.00
KZA0569	Factory Install P25 9600 Baud Trunking	6.00	\$660.00	\$100.00	\$600.00
KZA0594	Factory Install, TDMA "Must have KZA0569"	6.00	\$250.00	\$25.00	\$150.00
KNG-P800	763-870 MHz, 5000 channels, 3 Watt P25 Digital/Analog Portable	6.00	\$2,713.00	\$999.00	\$5,994.00
KAA0825	800, SMA (764-870 MHz) Antenna	12.00	\$33.00	\$16.50	\$198.00
KAA0103	Battery Pack, LI-Ion, 2300mAh, Intelligent	12.00	\$165.00	\$82.50	\$990.00
KAA0303-1	Charger, Desk Top, 1 Bay, KNG, Intelligent, Conditioning	6.00	\$200.00	\$100.00	\$600.00
KAA0204-E35	Microphone, Speaker, Emergency Button, W3.5mm jack, KNG-P	6.00	\$160.00	\$80.00	\$480.00
KZA0579	Factory Install P25 9600 Baud Trunking	6.00	\$660.00	\$100.00	\$600.00

BK Technologies (a RELM Wireless Company)

7100 Technology Drive West Melbourne
FL, 32904
United States

www.bktechnologies.com

AGENDA ITEM #

17

BK Technologies

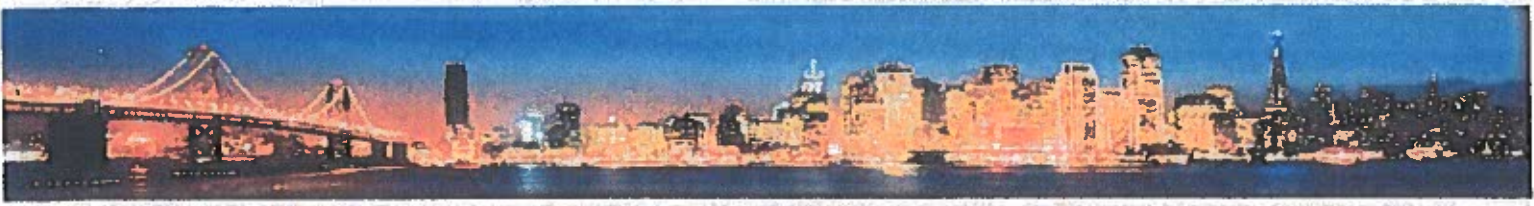
KNG P25 Portable Radio



Public Safety Communications

The KNG Series radio offers exceptional performance in a lightweight form, incorporating industry leading RF and electrical specifications in a rugged, submersible housing, the KNG Series platform provides the performance needed for the most demanding applications making this the perfect radio for all aspects of government, public safety and first responder missions.

- ✓ P25 Trunking Option
- ✓ TDMA Phase II Compatible
- ✓ IP67/IP68 Water and Dust Protection
- ✓ USB PC Programmable
- ✓ NIST-Certified AES, FIPS 104-2, DES-OFB/CFB/XL
- ✓ MIL-STD 810 C/D/E/F/G
- ✓ Cloning to KNG & Legacy Series
- ✓ Advanced System Key
- ✓ Radio Authentication (LLA)



Some Key Benefits

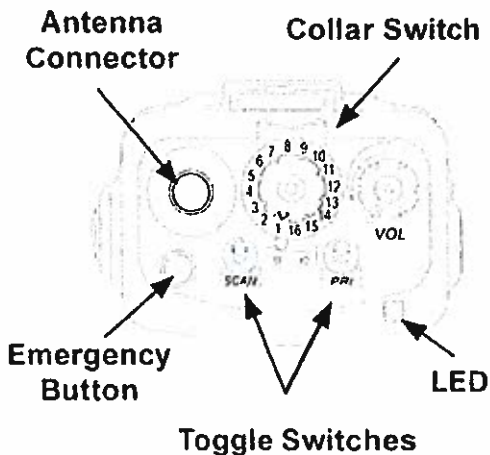
bktechnologies.com

- ▶ **Exceptional Battery Life**
Up to 12 hours with standard capacity and 22 hours with high capacity battery.
- ▶ **Enhanced Voice Quality**
The KNG Series radio uses the Third Generation Enhanced IMBE P25 dual rate Vocoder (AMBE+2 V1.80) for robust performance in noisy environments with advanced noise.
- ▶ **Enhanced Noise Cancellation**
Enhanced software noise canceling technology to improve communications in loud environments
- ▶ **5 Line Bitmap Display**
Status Icons, three customizable display lines of 14 characters and soft key legends.
- ▶ **Environmental Reliability**
Designed and tested to MIL-STD-810C/D/E/F/G and IP-67/IP68 rated.
- ▶ **DHS P25 CAP Approved**
DHS P25 Compliance Assessment Program Tested and Approved Public Safety Grade (TIA Class A).
- ▶ **Robust Receiver**
Improved range and less susceptibility to interference.
- ▶ **Simulcast Operation**
C4FM and CQPSK modes for robust performance in simulcast (including LSM) systems.
- ▶ **Conventional Signaling**
Analog MDC-1200 and digital APCO P25 for conventional operation.
- ▶ **Scan Modes**
Dual priority scan, trunked priority scan, and dual mode scan
- ▶ **NIST FIPS-140-2 Certification**
The KNG Series radios employ a NIST Certified Cryptographic module.
- ▶ **Multi-key/Multi-Algorithm**
Multi-Key/Multi-Algorithm Encryption
- ▶ **Over-the-Air Rekey (OTAR)**
- ▶ **Encryption Key Fill**
TIA-102-AACD compliant and interoperable with commercially available keyfill devices.
- ▶ **P25 9600 Baud Trunking**
The KNG Series radio operates on 9600 baud P25 Compliant Trunking Systems and has been P25 Compliance Assessment Program (P25CAP) tested and proven interoperable.
- ▶ **OTAP**
KNG Series radios support Over-the-Air Programming (OTAP) for operational efficiency.
- ▶ **TDMA Phase 2**
KNG Series VHF, UHF, 700/800 platforms are P25 Phase 2 (TDMA) ready supporting double the voice capacity of Phase 1 trunking systems
- ▶ **Radio Authentication**
P25 Radio Authentication per TIA-102-AACE-A is supported
- ▶ **Room to Grow**
Currently uses less than 20% of available memory and processor cycles.

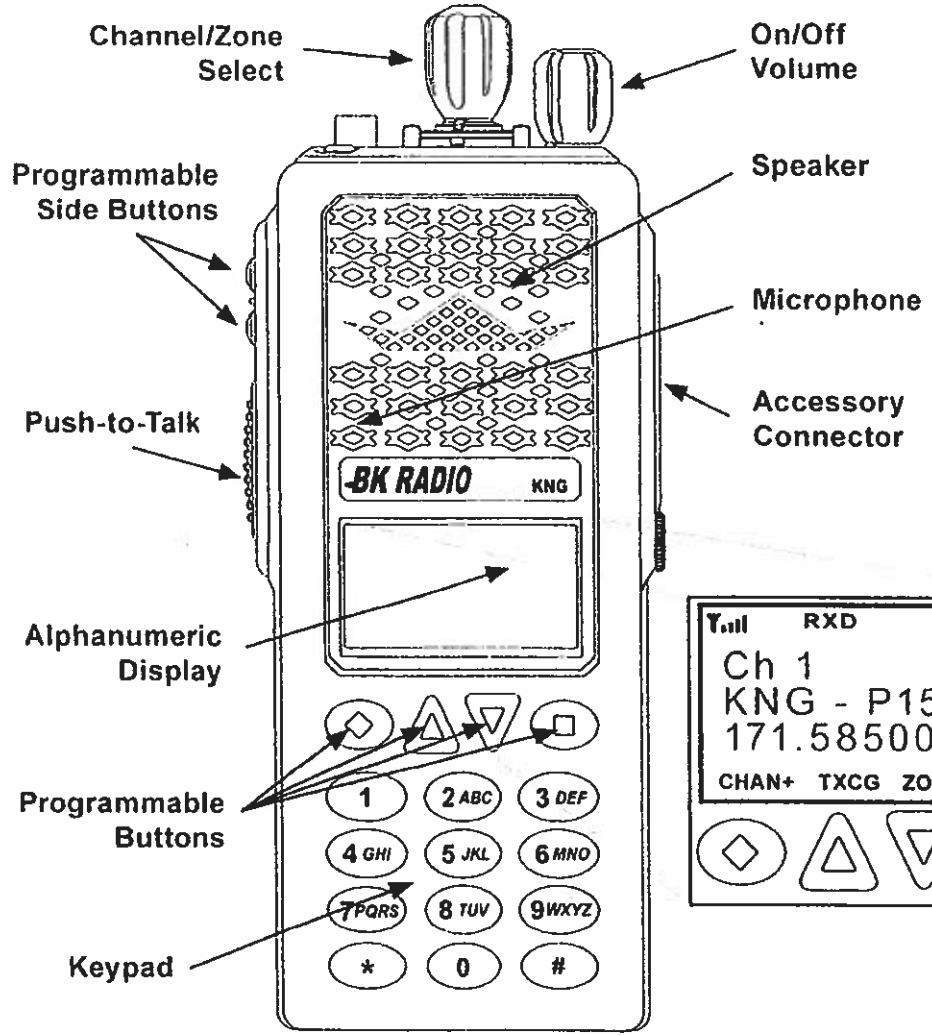
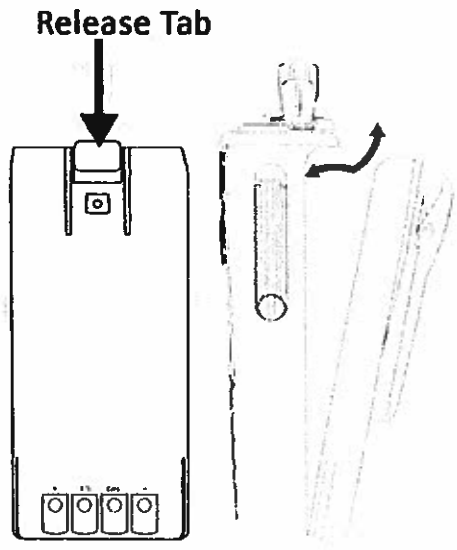
Portable Radio Options

The KNG platform meets today's demanding mission critical voice requirements is future ready and able to expand with changing standards and mission requirements.

- ▶ **KZA0577** AES, FIPS-140-2 Approved Hardware, DES OFB / DES-CFB / DES-XL Encryption
- ▶ **KZA0578** P25 Over the Air-Rekey (OTAR)
- ▶ **KZA0579** P25 9600 Baud Trunking
- ▶ **KZA0581** Multi-Cast Vote Scan Plus
- ▶ **KZA0582** Over the Air Programming (OTAP)
- ▶ **KZA0593** P25 Phase II – 2 Slot TDMA Operation (Requires KZA0578)
- ▶ **KZA0595** P25 Radio Authentication LAA (Requires KZA0577)

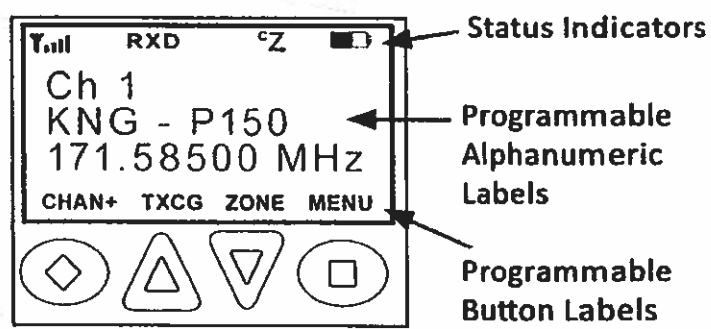


- LED Indicator**
- Receive (green)
 - Busy Channel (flash green)
 - Transmit (red)
 - Flash Mode (blue)
 - Low Battery (flash red)



The KNG display can be programmed for a variety of options and functionality. Check with your BK Radio dealer or communications officer for information on the programmed functions of your radio.

NOTE: The KNG display can be programmed to display different information when a trunking or conventional channel is selected.



BK Technologies

KNG P25 Mobile Radio



Public Safety Communications

The KNG Series radio offers exceptional performance in a lightweight form. With industry leading RF and electrical specifications in a rugged, submersible housing, the KNG Series platform provides the performance needed for the most demanding applications making this the perfect radio for all aspects of government, public safety and first responder missions.

- ✓ P25 Trunking Option
- ✓ TDMA Phase II Compatible
- ✓ IP54 Water and Dust Protection
- ✓ USB PC Programmable
- ✓ NIST-Certified AES, FIPS 104-2, Level 2, & DES/OFB/CFB/XL
- ✓ MIL-STD 810 C/D/E/F/G
- ✓ Cloning to KNG & Legacy Series





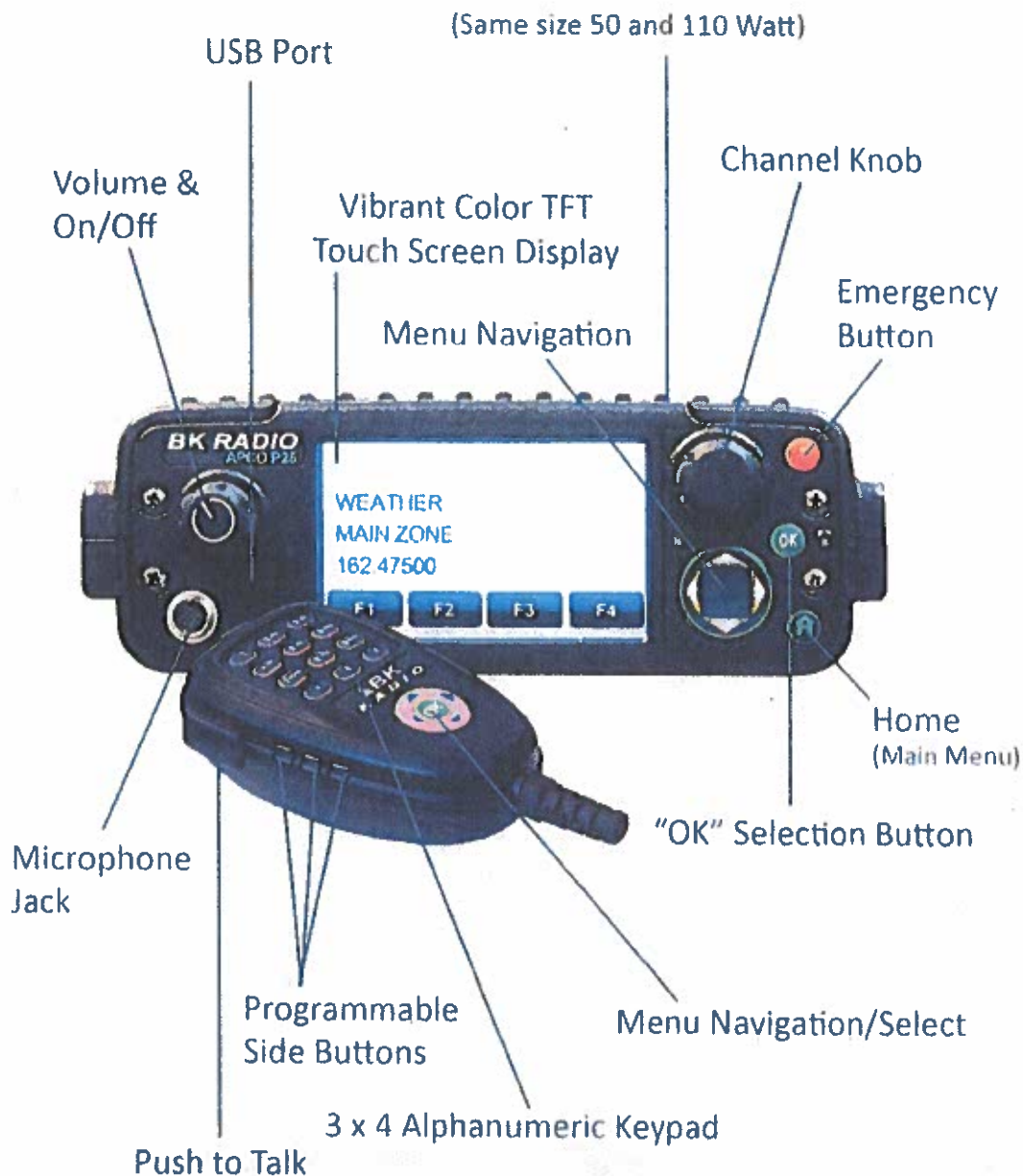
Some Key Benefits

- ▶ **Innovative Touch Screen Display**
Touch screen display provides unparalleled level of end-user customizing, ease of use, and expansion as new technologies are integrated with Project 25 Standards
- ▶ **Enhanced Voice Quality**
The KNG Series radio uses the Third Generation Enhanced IMBE Project 25 dual rate Vocoder (AMBE+2 V1.80) for robust performance in noisy environments. Software based noise cancellation preserves situational awareness lost with dual microphone systems.
- ▶ **5 Line Color Bitmap Display**
Status Icons, three customizable display lines of 14 characters and soft key legends.
- ▶ **Environmental Reliability**
Designed and tested to MIL-STD-810 and IP-54 rated.
- ▶ **DHS P25 CAP Approved**
DHS P25 Compliance Assessment Program Tested and Approved Public Safety Grade (TIA Class A).
- ▶ **Robust Receiver**
Improved range and less susceptibility to interference.
- ▶ **Simulcast Operation**
C4FM and CQPSK modes for robust performance in simulcast (including LSM) systems.
- ▶ **Conventional Signaling**
Analog MDC-1200 and digital APCO Project 25 for conventional operation.
- ▶ **IP54**
Water and dust protection
- ▶ **Scan Modes**
Dual priority scan, trunked priority scan, and dual mode scan
- ▶ **NIST FIPS-140-2 Certification**
The KNG Series radios employ a NIST Certified Cryptographic module.
- ▶ **Multi-key/Multi-Algorithm**
Multi-Key/Multi-Algorithm Encryption and Over-the-Air Rekey
- ▶ **Encryption Key Fill**
TIA-102-AACD compliant and interoperable with commercially available keyfill devices.
- ▶ **Project 25 9600 Baud Trunking**
The KNG Series radio operates on 9600 baud P25 Compliant Trunking Systems and has been Project 25 Compliance Assessment Program (P25CAP) tested and proven interoperable.
- ▶ **OTAP**
KNG Series radios support Over-the-Air Programming (OTAP) for operational efficiency.
- ▶ **TDMA Phase 2**
KNG Series 700/800 MHz platforms are Project 25 Phase 2 (TDMA) ready supporting double the voice capacity of Phase 1 trunking systems.
- ▶ **Radio Authentication**
Project 25 Radio Authentication per TIA-102-AACE-A is supported.
- ▶ **GPS/Location Services**
Project 25 Location Services per TIA-102-BAJB are supported.
- ▶ **Room to Grow**
Currently uses less than 20% of available memory and processor cycles.

Mobile Radio Options

The KNG platform meets today's demanding mission critical voice requirements is future ready and able to expand with changing standards and mission requirements.

- | | | | |
|----------------------|--|----------------------|--------------------------------------|
| ▶ KZA0154 | Option, High Power, 110W | ▶ KAA/KZA0589 | GPS Option for KNG Mobiles |
| ▶ KAA0660 | Remote Control Head | ▶ KAA/KZA0592 | Over the Air Reprogramming |
| ▶ KAA0670 | Handheld Control Head | ▶ KAA/KZA0594 | P25 Phase II – 2 Slot TDMA Operation |
| ▶ KAA/KZA0569 | P25 9600 Baud Trunking | ▶ KAA/KZA0596 | P25 Radio Authentication |
| ▶ KZA0576 | DES-OFB/DES-CFB/DES-XL
AES Encryption FIPS-140-2, Level 2 | ▶ KAA0261 | External Speaker 20W, 4 Ohm |
| ▶ KAA/KZA0580 | P25 Over the Air Rekeying (OTAR) | ▶ KAA0276 | Standard Handheld Microphone KNG-M |
| ▶ KAA/KZA0583 | Multi-Cast Vote Scan Plus | ▶ KAA0290 | Handheld Programming Microphone |



Standard Control Head

- ▶ Full Color Touch screen
- ▶ 5 Line display: Status Icons, three customized display lines of 14 characters, 4 programmable touch keys and menu touch key
- ▶ 3 x 4 Keypad microphone with navigation keys and 3 programmable function keys
- ▶ Dash and Remote Mount Configurations
- ▶ Multiple Control Heads supported: Single, dual and triple allow full control of the transceiver from multiple positions
- ▶ Dual 15 watt external speak outputs per control head

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 2

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.12-10	Salaries Regular	3,915,000.00	127,550.00	4,042,550.00
TO	001-2101-521.21-10	FICA	336,244.00	9,800.00	346,044.00
TO	001-2101-521.22-20	Retirement Sworn	606,970.00	23,600.00	630,570.00
TO	001-2101-521.23-10	Health Insurance	490,000.00	410.00	490,410.00
TO	001-2101-521.23-20	Dental Insurance	24,000.00	25.00	24,025.00
TO	001-2101-521.23-30	Life Insurance	4,100.00	15.00	4,115.00
TO	001-2101-521.52-10	Operating Supplies	130,000.00	10,200.00	140,200.00
TO	001-2101-521.60-10	Capital Outlay < \$5,000	140,000.00	23,850.00	163,850.00
TO	001-2101-521.64-20	Machinery and Equipment	525,000.00	100,800.00	625,800.00
TO	001-0000-389.90-10	Cash Carryforward Unrestricted	(20,953,995.00)	(171,600.00)	(21,125,595.00)
FROM	001-8100-999.95-00	Reserves Restricted	3,989,425.00	(124,650.00)	3,864,775.00
		Check Adjustment Totals:	(10,793,256.00)	0.00	(10,793,256.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds in the FY 2019 budget for three (3) full-time patrol officers

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE

_____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM #

17



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department

2. MEETING DATE:

December 13, 2018

3. REQUESTED MOTION/ACTION:

We respectfully request the Council's approval for the purchase of three (3) Ford Explorer Police Interceptors at a cost of \$32,835.00 each from Bozard Ford.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

We respectfully request the Council's approval to purchase three (3) Ford Explorer Police Interceptors from Bozard Ford at a cost of \$32,835.00 each. This purchase will allow us to provide vehicles to three new officers funded with impact fees.

Note the original awarded bid was to Beck Auto Sales, however, they were only able to provide the original vehicles requested. Bozard came in as the next lowest bid with an increase of \$935.00 each, for a total increase of \$2,805.00 total purchase.



Bozard Ford
 540 Outlet Mall Blvd., Saint Augustine, Florida,
 320840515
 Office: 904-824-1641

**2020 Police Interceptor Utility, Sport
 Utility**
 AWD Base(K8A)
 Price Level: 16

Selected Options

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: TBD - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4 speakers and 4 2" color LCD screen center stack Smart Display.</i>
Powertrain	
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>
44U	Transmission: 10-Speed Automatic (44U)
STDAX	3.73 Axle Ratio
STDGV	GVWR: TBD
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i>
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>
Other Options	
113WB	113" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4 speakers and 4 2" color LCD screen center stack Smart Display.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Bozard Ford
 540 Outlet Mall Blvd., Saint Augustine, Florida,
 320840515
 Office: 904-824-1641

**2020 Police Interceptor Utility, Sport
 Utility**
 AWD Base(K8A)
 Price Level: 15

Selected Options (cont'd)

Code	Description
51R	Driver Only LED Spot Lamp (Unity)
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with Keyed-Alike.</i>
17A	Aux Air Conditioning
Emissions	
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Interior Colors	
96_01	Charcoal Black
Primary Colors	
YZ_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Joseph Windrow Date: 10/24/2018

AGENDA ITEM #

2 17

Panama City Beach Police Department- Police Fleet Vehicles

Ten (10) 2019 Ford SUV Police Interceptors (Patrol specs)

The City of Panama City Beach hereby solicits sealed bids for the following equipment:

(10) Ten- 2019 Ford SUV Police Interceptors (Patrol specs)

PLEASE SEE SPECIFICATIONS LISTED.

BID SHOULD INCLUDE ONLY THOSE SPECS.

The Bids should include ALL fees, including delivery charges (if any).

The Original Bid Opening of October 18th passed and no bids were opened due to delayed mail delivery. A new Bid opening date has been set for November 1st at 10:00 A.M.

Any new Bids must be sealed and will be received until **10:00 A.M. Central Time, November 1, 2018** at the **City of Panama City Beach Police Department, Attn: Captain Wayne Maddox, 17115 Panama City Beach Parkway, Panama City Beach, FL 32413**, and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all Bids and to waive and formality in Bids received. All Bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All Bids shall be firm and for a period of six (6) months after opening.

Advertisement Dates: Beginning October 18, 2018

SPECIFICATIONS NEEDED FOR THE 2019 FORD INTERCEPTORS SUV-K8A (PATROL)

2019 Ford Interceptor SUV-K8A

Spotlight (Driver's side)

Keyless Entry

Auxiliary A/C

****Please note if any changes have been made to the previous year's specifications for the 2019 model.**

Panama City Beach Police Department- Police Fleet Vehicles

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The City reserves the right to reject any and all Bids and to waive and formality in Bids received. All Bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All Bids shall be firm and for a period of six (6) months after opening.

Advertisement Dates: Beginning October 4, 2018

SPECIFICATIONS NEEDED FOR THE 2019 FORD INTERCEPTORS SUV-K8A (PATROL)

2019 Ford Interceptor SUV-K8A

Spotlight (Driver's side)

Keyless Entry


Auxiliary A/C

**Please note if any changes have been made to the previous year's specifications for the 2019 model.

Bid Price Non Hybrid: \$34305.00
2020 Ford Police Utility

Bid Price Hybrid: \$37420.00
2020 Ford Police Utility

Auto Nation Ford Mobile
Ernest Lamb


251-709-2974

2020 POLICE INTERCEPTOR UTILITY POLICE INTERCEPTOR CONTENT

Unique Police Interceptor Utility Features Include:

MODEL/SERIES/AVAILABILITY

- 3 Available Models
 - 3.3L V6 Direct-Injection Hybrid Engine System (AWD)★
 - 3.3L V6 Direct-Injection FFV AWD★
 - 3.0L V6 EcoBoost® AWD★
- 1 Available Series
 - 500A

MECHANICAL

- ★ 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System
 - Standard (Hybrid technology is optimal for performance and long days spent idling on the job)
- AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- ★ Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds
- ★ Lithium-Ion Battery Pack
- ★ Brakes – Police calibrated high-performance regenerative braking system
 - 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
 - Brake Rotors – large mass for high thermal capacity and calipers with large swept area.
 - Electric Power-Assist Steering (EPAS) – Heavy-Duty
- ★ DC/DC converter – 220-Amp (in lieu of alternator)
- ★ H7 AGM Battery (Standard; 800 CCA/80-amp)
- ★ H8 AGM Battery (Available; 850 CCA/92-amp)
- Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Idle Hour Meter
- Engine Hour Meter
- Powertrain mounts – Heavy-Duty.
- Wheels
 - Heavy-duty steel, vented with center cap
 - Full size spare tire w/TPMS
- ★ 50-State Emissions System

INTERIOR FEATURES

- ★ Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area
- Column Shifter
- Seats
 - Front – Police grade cloth – 6-way power-adjustable Manual lumbar, seatback foam designed to comfortably accommodate a utility belt
 - Built-in steel intrusion plates in both front-seatbacks
 - 2nd Row – Police grade vinyl, offers easy care for cleaning
- Flooring – Heavy-Duty vinyl; offers ease of cleaning and long-term durability
- Liftgate access with manual lock cylinder
- Simple Fleet Key (w/o microchip, easy to replace, 4-keys)
- Speedometer – Certified, digital readout in message center and analog gauge
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

POLICE UPFIT FRIENDLY

- Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)
- Console mounting plate
- Dash pass-thru opening for aftermarket wiring
- Headliner – Easy to service
- Integrated LED police flashers (available)
- ★ Rear-center seat delete (available)
- Tallamps – Integrated police flashers (available)
- Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard).

TECHNOLOGY

- ★ Ford Telematics™ – Includes Ford Modem and complimentary 2-year trial subscription
- ★ Police Perimeter Alert (available; detects motion in an approximately 270-degree radius on sides and back of vehicle)
- ★ Rear Camera On-Demand (available)
- Front Interior Visor Light Bar (LED) Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable (available)
- Rear Spoiler Traffic Warning Lights (LED) – Fully integrated in rear spoiler for enhanced visibility; Provides red/blue/amber directional lighting – fully programmable (available)
- ★ Pre-Collision Assist with Pedestrian Detection (available; includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use)
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert (available)
- ★ SYNC® 3 (available)
- Unique Steering Wheel (with 4-remappable latching switches)

SAFETY/SECURITY HIGHLIGHTS

- 75-mph Rear-impact Crash Tested
 - Note: The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash test performance attributes
- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned gyroscopic sensors work seamlessly with the ABS
- Ballistic Door-Panels (National Institute of Justice (NIJ) certified to stop Type III, IV, all lesser NIJ rounds, as well as additional special threat rounds) (available)
- Exterior Key Locks – Driver, passenger and liftgate
- Police Engine Idle feature (available)
- Rear Video Camera with Washer (standard)
- Reverse Sensing (available)

GENERAL

- Underbody deflection plate no longer standard on EcoBoost® models (order 76D)
- Front headlamps lighting solution now includes Red/Blue/White LED Strobes

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.fmcdealer.com for the most current information.

★ = New for this model year

2020 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

The following items are std. 2020MY POLICE INTERCEPTOR UTILITY vehicle:

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- ★ DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- ★ H7 AGM Battery (800 CCA/80-amp)
- ★ Lithium-Ion Battery Pack
- Suspension – Independent front & rear
- ★ Transmission – 10-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding MIC
- Door Handles – Black (MIC)
- Exhaust True Dual (down-turned)
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- ★ Headlamps – Automatic, LED Low-and-High-Beam
 Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
 - Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
 - Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
 - Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
 Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – (MIC)
- Tail lamps – LED
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-Illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
 - 3rd row overhead map light

INTERIOR/COMFORT (continued)

- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-door closeout panels
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
 - 1st Row – Driver 6-way Power track (fore/aft, Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft, with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- ★ Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack.
 Note: Rearview Camera viewable in rearview mirror (available) – order 87R (no-charge option)
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / MP3 Capable / Clock / 4-speakers
 - Bluetooth® interface*
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 Note: Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3®
- Easy Fuel® Capless Fuel-Filler
- ★ Ford Telematics™ – Includes Ford Modem and complimentary 2-year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- ★ Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

* = New for this model year

**2020 POLICE INTERCEPTOR UTILITY
EQUIPMENT GROUP**

Series	Option Code	Police Interceptor 500A
Police Interceptor Utility AWD	K8A	S
AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed)	99W/44B	S
AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	99B/44U	O
AWD 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	99C/44U	O
EQUIPMENT GROUP		
Interior Upgrade Package <ul style="list-style-type: none"> 1st and 2nd Row Carpet Floor Covering Cloth Seats – Rear Center Floor Console less shifter w/unique Police console finish plate Includes Console and Top Plate with 2 cup holders Floor Mats, front and rear (carpeted) Deletes the standard console mounting plate (85D) SYNCO 3★ <ul style="list-style-type: none"> Enhanced Voice Recognition Communications and Entertainment System 4.2" Color LCD Screen Center-Stack "Smart Display" AppLink® 911 Assist® Note: SYNCO AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software. Note: Not available with options: 67H, 67U, 85R	65U	O
Front Headlamp Lighting Solution <ul style="list-style-type: none"> Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue) Includes pre-wire for grille LED lights, siren and speaker (60A) Wiring, LED lights included. Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66A	O
Tail Lamp / Police Interceptor Housing Only <ul style="list-style-type: none"> Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	O
Tail Lamp Lighting Solution <ul style="list-style-type: none"> Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66B	O
Rear Lighting Solution <ul style="list-style-type: none"> Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	66C	O
Ready for the Road Package: All-In Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus <ul style="list-style-type: none"> Whelen Cencom Light Controller Head with dimmable backlight Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails High current pigtail Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head Pre-wiring for grille LED lights, siren and speaker (60A) Rear console plate (85R) – contours through 2nd row; channel for wiring Grille linear LED Lights (Red / Blue) and harness 100-Watt Siren / Speaker Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) Note: Not available with options: 66A, 66B, 66C, 67U and 65U	67H	O
Ultimate Wiring Package Includes the following: <ul style="list-style-type: none"> Rear console mounting plate (85R) – contours through 2nd row; channel for wiring Pre-wiring for grille LED lights, siren and speaker (60A) Wiring harness 1/P to rear cargo area (overlay) <ul style="list-style-type: none"> Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) One (1) 10-amp siren/speaker circuit engine cargo area Rear hatch/cargo area wiring – supports up to six (6) rear LED lights Does "not" include LED lights, side connectors or controller <ul style="list-style-type: none"> Recommend Police Wire Harness Connector Kit 67V Note: Not available with options: 65U, 67H	67U	O

* = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

Non Hybrid

VIRT01DP VER 5.0 EN

CNGP530

VEHICLE ORDER CONFIRMATION

10/05/18 12:57:14

==>

Dealer: F24017

2020 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0001 Priority: E2 Ord FIN: QB163 Order Type: 5B Price Level: 015

Ord Code: 500A Cust/Flt Name: PANAMA CTYBCH PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$40615

SP FLT ACCT CR

.119.09" WB

FUEL CHARGE

YZ OXFORD WHITE

B4A NET INV FLT OPT NC

9 CLTH BKTS/VNL R

DEST AND DELIV 995

6 EBONY BLACK

TOTAL BASE AND OPTIONS 39170

500A EQUIP GRP

TOTAL 39170

.AM/FM STEREO

THIS IS NOT AN INVOICE

99B 3.3L V6 TIVCT (3530)

44U 10SPD AUTO TRAN NC

17A AUX CLIMATE CTL 610

425 50 STATE EMISS NC

51P DRV SPT LMP PRP 140

55F KEYLESS - 4 FOB 340

FLEX-FUEL

SP DLR ACCT ADJ

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC06529

V1DP0129

2,6

17

VIRTC1DP

CNGP530

VEHICLE ORDER CONFIRMATION

10/05/18 12:57:27

==>

Dealer: F24017

2020 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0001 Priority: E2 Ord FIN: QB163 Order Type: 5B Price Level: 015

Ord Code: 500A Cust/Flt Name: PANAMA CTYBCH PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$40615

FUEL CHARGE

.119.09" WB

B4A NET INV FLT OPT NC

YZ OXFORD WHITE

DEST AND DELIV 995

9 CLTH BKTS/VNL R

TOTAL BASE AND OPTIONS 42700

6 EBONY BLACK

TOTAL 42700

500A EQUIP GRP

THIS IS NOT AN INVOICE

.AM/FM STEREO

99W .3.3L HYBRID NC

44B .MOD HYBRID TRAN NC

17A AUX CLIMATE CTL 610

425 50 STATE EMISS NC

51P DRV SPT LMP PRP 140

55F KEYLESS - 4 FOB 340

SP DLR ACCT ADJ

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F1=Help

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S099 - PRESS F4 TO SUBMIT

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V1DP0129

2,6

AGENDA ITEM # 17

Panama City Beach Police Department- Police Fleet Vehicles

Ten (10) 2019 Ford SUV Police Interceptors (Patrol specs) ←

The City of Panama City Beach hereby solicits sealed bids for the following equipment:

(10) Ten- 2019 Ford SUV Police Interceptors (Patrol specs)

PLEASE SEE SPECIFICATIONS LISTED.

BID SHOULD INCLUDE ONLY THOSE SPECS.

The Bids should include ALL fees, including delivery charges (if any).

The Original Bid Opening of October 18th passed and no bids were opened due to delayed mail delivery. A new Bid opening date has been set for November 1st at 10:00 A.M.

Any new Bids must be sealed and will be received until **10:00 A.M. Central Time, November 1, 2018** at the **City of Panama City Beach Police Department, Attn: Captain Wayne Maddox, 17115 Panama City Beach Parkway, Panama City Beach, FL 32413,** and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all Bids and to waive and formality in Bids received. All Bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All Bids shall be firm and for a period of six (6) months after opening.

Advertisement Dates: Beginning October 18, 2018

SPECIFICATIONS NEEDED FOR THE 2019 FORD INTERCEPTORS SUV-K8A (PATROL)

2019 Ford Interceptor SUV-K8A -

Spotlight (Driver's side) -

Keyless Entry

Auxiliary A/C -

****Please note if any changes have been made to the previous year's specifications for the 2019 model.**

Ads, Bids and RFQ's

Extended Notice to Bid- PD Fleet Vehicles 2019 Ford SUVs Police Interceptors

Category: Admin
 RFP Number: 110118.PD SUV
 Start Date: 10/18/2018 4:16 PM
 Close Date: 11/01/2018 10:00 AM

110118.NOTICE TO BID-PD FLEET VEHICLES

Click tab to the left to view documents

Panama City Beach
Police Department-
Police Fleet Vehicles

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All Bids shall be firm and for a period of six (6) months after opening.

Return to full list >>

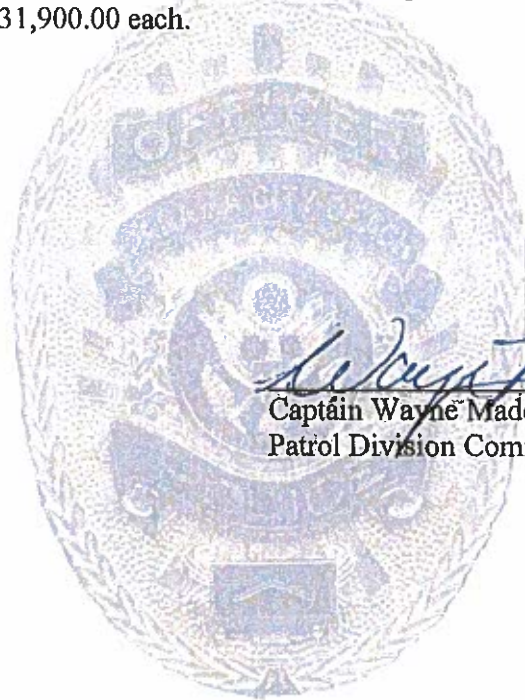
Panama City Beach Police Department

17115 Panama City Beach Parkway
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850)233-5013

www.beachpolice.org

2018-2019 Vehicle Purchase Request

On November 1, 2018, I opened bids for vehicle purchase. We received three (3) bids from AutoNation Ford Mobile, Bozard Ford, and Beck Auto Sales. I am requesting we utilize the lowest qualified bid from Beck Auto Sales to purchase ten (10) Ford Explorer Police Interceptors at \$31,900.00 each.




Captain Wayne Maddox
Patrol Division Commander

"Dedicated to Excellence"

AGENDA ITEM # _____

17



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Panama City Beach Police Department

2. MEETING DATE:
December 13, 2018

3. REQUESTED MOTION/ACTION:

We respectfully request the Council's approval to utilize the Emergency Equipment bid submitted by HG2 Emergency Lighting.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

We respectfully request the Council's approval to utilize the Emergency Equipment bid submitted by HG2 Emergency Lighting. This was the only qualified bid received for this purchase and will equip three (3) new vehicles at price of \$25,788.00.

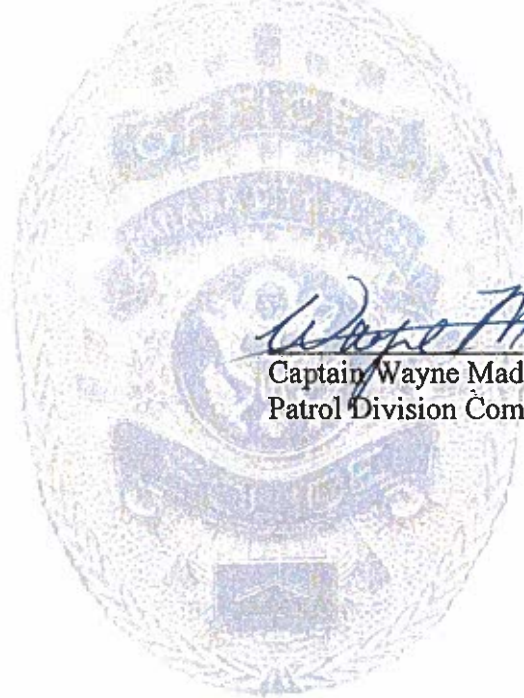
Panama City Beach Police Department

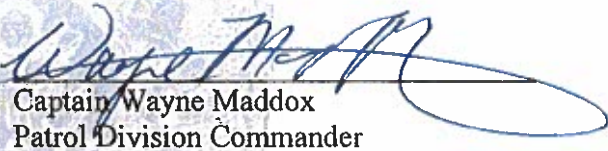
17115 Panama City Beach Parkway
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850)233-5013

www.beachpolice.org

2018 Vehicle Emergency Equipment Installation Purchase Request

On October 3, 2018, I opened bids for Emergency Equipment Installation. We received one (1) qualified bid from HG2 Emergency Lighting. I am requesting we utilize the qualified bid from HG2 Emergency Lighting for this purchase.




Captain Wayne Maddox
Patrol Division Commander

"Dedicated to Excellence"

AGENDA ITEM #

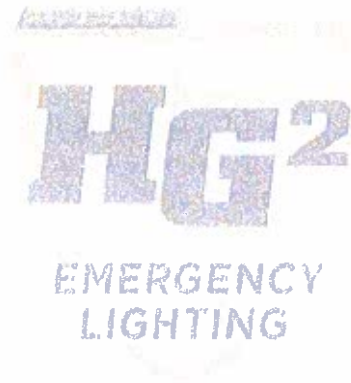
17



Panama City Beach Police Department

Attn: Captain Wayne Maddox
17115 Panama City Beach Parkway
Panama City Beach, FL 32413

Police Fleet Vehicle Equipment Install Services



Due Date: October 3, 2018

Submitted by:
Ali Bhojani
Director of Sales



Panama City Beach PD 2018-19 Vehicle Quote

Marked Patrol Units Ford Interceptor SUV

Lightbar	Whelen 48" Liberty 2WeCan Lightbar Blue/Blue with Alleys and Takedown	IW88B-BB	\$	1,800.00
Light Controller	Whelen Light & Siren Controller	295LSA6	\$	-
Speaker	Whelen 100 Watt Speaker	SA315P	\$	-
Side Runners	HG2 Emergency Lighting 68" Blue/Blue Side Runner Lights	HG22PC68BB	\$	699.00
Rear Window Lights	HG2 Emergency Lighting Rear Visor with Back Firing Lights	HG2RWINTSUV-BB	\$	699.00
Rear Cargo Window Lights	HG2 Emergency Lighting Rear Side Cargo Window Lights	HG2QTRPNL-BB	\$	499.00
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$	359.00
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-BB	\$	359.00
Fog Lights	HG2 Emergency Lighting Blue/Blue Fog Lights	HG2FGLTINTSUV-BB	\$	489.00
Strobe Lights	Whelen Vertex in Head Lights & Tail Lights Blue Qty:4	VTX609B	\$	260.00
Rear Transport Seat	Rear Transport Seat (Setina)	QK0494ITU12	\$	649.00
Prisoner Partition	Prisoner Partition (Setina) 10XL with Chicago Grill	PK1130ITU12SCA	\$	699.00
Rear Cargo Divider	Rear Cargo Divider (Setina) 12VS	PK0123ITU122ND	\$	499.00
Thor Power Inverter	Thor Power Inverter (750 W)	TH750	\$	55.00
Stinger Flashlight Charger	Stinger Flashlight Charger	SL75100, SL22050	\$	25.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B1SSSCA	\$	409.00
Center Console/Laptop Motion	Center Console with Cupholder, Arm Rest and Mongoose Motion Device (Gamber)	7170-0166	\$	450.00
Laptop Docking Station	Gamber Johnson Notepad V	7160-0250	\$	250.00
Window tint	Window Tint 2 Front Windows & Front Strip	WINDTNT	\$	99.00
	Lifetime Warranty on Window Tint and Workmanship			
Graphics	Vehicle Graphics	VEH-DCL	\$	499.00
	Labor		\$	1,098.00
	Total Package Price		\$	9,896.00
	Discount		\$	(1,300.00)
	Total Price		\$	8,596.00

Marked AWD Pick Up Truck

Front Windshield	HG2 Emergency Lighting 1 Piece Front Visor Light Blue/Blue with Takedowns	HG2FWSILV-BBW	\$	759.00
Side Runners	HG2 Emergency Lighting 72" Blue/Blue Side Runner Lights	HG22PC72BB	\$	699.00
Rear Window Lights	HG2 Emergency Lighting Rear Window Light	HG2RWSILV-BB	\$	699.00
Rear Tailgate Lights	HG2 Emergency Lighting Rear Tailgate Lights	HG21TK62-BB	\$	399.00
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$	359.00
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-BB	\$	359.00
Grill Lights	HG2 Emergency Lighting Blue/Blue Grill Lights	HG2SILVD-BB	\$	419.00
Strobe Lights	Whelen Vertex in Tail Lights Blue Qty:2 and LED Spotlight Bulb	VTX609B/LEDBLB	\$	260.00
Light Controller	Whelen 295LSA6 Handheld Siren	HHS2200	\$	320.00
Speaker	Whelen 100 Watt Speaker	SA315P	\$	150.00
Graphics	Vehicle Graphics	VEH-DCL	\$	499.00
Console	Gamber Johnson Console with Wiring Case and Motion Device, Armrest	7170-0237-04	\$	475.00
Laptop Docking Station	Gamber Johnson Notepad V	7160-0250	\$	250.00
Inverter	Thor Power Inverter	TH750	\$	55.00
Window Tint	Window Tint Full Truck Plus Front Strip	WINDWTNT	\$	189.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B1SSSCA	\$	409.00
	Labor		\$	750.00
	Total Package Price		\$	7,050.00
	Discount		\$	(1,342.00)
	Total Price		\$	5,708.00

Unmarked Units Dodge Charger

Front Windshield	HG2 Emergency Lighting 1 Piece Front Visor Light Blue/Blue with Takedowns	HG2FWINTSUV-BBW	\$	759.00
Side Runners	HG2 Emergency Lighting 68" Blue/Blue Side Runner Lights	HG22PC68BB	\$	699.00
Rear Window Lights	HG2 Emergency Lighting Rear Visor	HG2RWINTSUV-BB	\$	699.00
Rear Cargo Window Lights	HG2 Emergency Lighting Rear Side Cargo Window Lights	HG2QTRPNL-BB	\$	499.00
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$	359.00
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-BB	\$	359.00
Fog Lights	HG2 Emergency Lighting Blue/Blue Fog Lights	HG2FGLTINTSUV-BB	\$	489.00
Wig-Wag	Wig-Wag Headlights, Tail Lights, Corner Markers and Reverse Lights	HG2WGWG-CHR	\$	260.00
Light Controller	Whelen HHS2200 Handheld Siren	HHS2200	\$	320.00
Window Tint	Window Tint Full Vehicle with Front Strip	WINDTINT	\$	189.00
Speaker	Whelen 100 Watt Speaker	SA315P	\$	150.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B1SSSCA	\$	409.00
	Labor		\$	750.00
	Total Package Price		\$	5,941.00
	Discount		\$	(1,342.00)
	Total Price		\$	4,599.00



HG2 Emergency Lighting
477 N Semoran Blvd
Orlando, FL 32807
866-468-4569

Quote Issued by: Ali Bhojani

	\$119,099.00
	\$7,443.69

**Panama City Beach Police Department- Police Fleet Vehicle
Equipment Install Services**

The City of Panama City Beach hereby solicits sealed bids for the following equipment install services for the below vehicles:

- (1) One- Un-Marked Dodge Charger
- (5) Five- Marked Chevy Silverado, Ford F-150 or Dodge Ram
4WD
- (10) Ten- Marked Patrol Ford SUV Police Interceptors

**PLEASE SEE ATTACHED SPECIFICATION SHEET FOR THE
EQUIPMENT NEEDED FOR EACH VEHICLE CATEGORY: ALSO
ATTACHED ARE PHOTOGRAPHS FOR OUR CURRENT DECAL
SCHEME NEEDED WHICH WILL BE NEEDED FOR ALL MARKED
VEHICLES.**

The Bids should include ALL fees, including delivery charges (if any).

Bids must be sealed and will be received until **12:00 P.M. (noon) Central Time, October 3, 2018** at the **City of Panama City Beach Police Department, Attn: Captain Wayne Maddox, 17115 Panama City Beach Parkway, Panama City Beach, FL 32413**, and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all Bids and to waive and formality in Bids received. All Bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All Bids shall be firm and for a period of six (6) months after opening.

Advertisement Dates: Beginning September 14, 2018



AGENDY ITEM #







AGENDA ITEM #

17

REGULAR ITEM 18



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: ADMIN/MARIO GISBERT	2. MEETING DATE: DECEMBER 13, 2018
--	--

3. REQUESTED MOTION/ACTION:
DISCUSS HIRING AND COMPENSATION OF A NEW CITY CLERK.

4. AGENDA	5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
PRESENTATION <input type="checkbox"/>	BUDGET AMENDMENT OR N/A
PUBLIC HEARING <input type="checkbox"/>	
CONSENT <input type="checkbox"/>	DETAILED BUDGET AMENDMENT ATTACHED Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
REGULAR <input checked="" type="checkbox"/>	

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
 THE CITY CLERK IS A CHARTER OFFICE APPOINTED BY THE CITY COUNCIL. THE COMPENSATION OF THE CITY CLERK SHALL BE AS DETERMINED BY THE CITY COUNCIL.

THE CITY HAS ADVERTISED THE POSITION OF CITY CLERK, AND RECEIVED FIVE APPLICATIONS. EACH APPLICANT HAS BEEN INTERVIEWED BY THE CITY MANAGER.

STAFF SEEKS DIRECTION FROM THE COUNCIL ON CHOOSING AN APPLICANT AND NEGOTIATING A CONTRACT OF EMPLOYMENT. STAFF HAS PREPARED A FORM EMPLOYMENT AGREEMENT FOR THE COUNCIL'S CONSIDERATION.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Panama City Beach, Florida, a Florida municipal corporation (the "City") and [] (sometimes the "City Clerk").

WITNESSETH:

WHEREAS, the City desires to employ [] as City Clerk of the City, as provided for in Article 3 of the City's Charter; and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation for the City Clerk and to establish conditions of employment applicable to the City Clerk; and

WHEREAS, [] desires to accept employment as City Clerk of the City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City Council hereby hires and appoints [] as its City Clerk, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City's employment of [] as City Clerk shall become effective [] [*nunc pro tunc*]. This Agreement shall remain in effect until terminated by the City or by the City Clerk as provided herein.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Clerk an annual salary of \$[], payable in installments at the same time as other City employees are paid.

B. After the first year of the contract, should the general staff receive a cost of living increase, the City Clerk will receive the same increase at the same time as the other staff.

C. The City may also wish to increase said base salary and/or other benefits of the City Clerk in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Clerk. Such evaluation shall be in such form and at such times as the Council deems appropriate.

D. Nothing in this Section shall require the City to increase the base salary or other benefits of the City Clerk.

Section 3. Duties and Obligations.

A. The City Clerk shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City. The City Clerk agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

B. The City Clerk shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform her duties under this Agreement. She shall not serve or become employed by any other entity while this agreement is in effect. The City Clerk may, however, engage in educational and professional activities upon receipt of approval by the City Council, provided that such activities shall not interfere with her primary obligation to the City as its City Clerk. The City Clerk shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder.

C. In the event the City Clerk shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities, in the event any monies are paid, or gifts received, by the City Clerk related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

Section 4. Communications Equipment

The City shall provide the City Clerk with a city cell phone and pay the minimum monthly charge for service. The City Clerk shall pay any additional charges incurred due to personal use by reimbursing the City promptly.

Section 5. Dues and Subscriptions

The City agrees to pay the City Clerk's professional dues for membership in one Florida local government clerks' association, and such other professional dues and subscriptions on behalf of the City Clerk as may be approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 6. Professional Development

The City agrees to pay reasonable and customary travel and subsistence expenses for the City Clerk's travel to and attendance at least one annual, professional conference of Florida local government clerks. The City may choose to pay for the City Clerk's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Council action.

Section 7. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Clerk to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 8. Vacation and Sick Leave

The City Clerk shall be entitled to two (2) week's vacation leave annually or as much as a department head with the same amount of service, whichever is greater. Accrual and pay-out of accumulated leave shall be governed by the same policies as those that govern other City employees.

Section 9. Holidays

The City Clerk is entitled to the same paid holidays as the general City staff.

Section 10. Health, Dental, Life and Disability Insurance

The City agrees to provide, or make available, health insurance and other benefits to the City Clerk on the same terms and conditions as are established from time to time for all City employees generally.

Section 11. Retirement.

The City and the City Clerk acknowledge that the City Clerk may participate in the General Employees' Retirement Fund under the terms and conditions as may from time to time be established for that Fund.

Section 12. Termination by the City

A. The City Clerk shall serve at the pleasure of the City Council and shall not be a member of the City's Civil Service, and the City Council may terminate this Agreement and the City Clerk's employment with the City at any time, for any reason or for no reason.

Section 13. Termination by the City Clerk

The City Clerk may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If the City Clerk voluntarily resigns pursuant to this Section, the City shall pay to the City Clerk all accrued compensation due the City Clerk up to the City Clerk's final day of employment, including any accrued personal time off. The City shall have no further financial obligation to Employee pursuant to this Agreement. This subsection shall not prevent the City Clerk from collecting any money earned as a result of participation in the City's retirement program.

Section 14. Disability

If the City Clerk becomes unable to perform her duties because of sickness, accident, injury, mental incapacity or health (but excluding death), for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement.

Section 15. Indemnification.

A. City shall defend, save harmless, and indemnify the City Clerk against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Clerk reasonably believes to be in the scope of her duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Clerk committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Clerk shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall survive the termination of employment and the termination or expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Clerk's capacity as a City employee, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Clerk under any policy, regulation, ordinance or law.

Section 17. Code of Ethics

The "Code of Ethics" promulgated by Florida Association of City Clerks is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to guide the City Clerk's duties, responsibilities, conduct and actions as City Clerk of the City.

Section 18. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 19. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement, or the failure to demand strict compliance with any provision, shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, or as a modification of the same or any other provision.

C. This Agreement is a personal agreement between the City and the City Clerk and may not be voluntarily assigned or involuntarily transferred.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the 14th Judicial Circuit, in and for Bay County, Florida.

F. Upon City Clerk's death, the City's obligations under this Agreement shall terminate except for the following which shall be for the benefit of the City Clerk's personal representative or heirs:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other by reason of authorship, and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Executed by the CITY this _____ day of _____, 20[].

CITY OF PANAMA CITY BEACH

By: _____

Mike Thomas,
Mayor

By: _____

Mario Gisbert,
City Manager

ATTEST:

[]

APPROVED AS TO LEGALITY AND FORM:

Amy Myers, City Attorney

Executed by the CITY CLERK this _____ day of _____, 20[].

Witnesses:

Signature

[]

Print Name

Signature

Print Name