

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: October 24, 2019
MEETING TIME: 9:00 a.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – COUNCILMAN SOLIS
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN SOLIS
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES
SPECIAL MEETING – SEPTEMBER 23, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – COUNCILMAN SOLIS
1 KESIA MILNER, US CENSUS BUREAU
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
1 *RESOLUTION 20-07, APPROVING TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR PERFORMANCE OF RISK AND RESILIENCY STUDY OF CITY WATER SYSTEM. "A Resolution of the City of Panama City Beach, Florida approving Task Order #2020-01 to the Master Services Agreement for Water Utility Engineering Services with Dewberry Engineers, Inc., related to risk resiliency assessment and emergency response plan in the amount of \$45,150; authorizing execution and providing an immediately effective date."*
2 *RESOLUTION 20-11, AUTHORIZING PURCHASE OF POLICE FLEET VEHICLES FROM GARBER FLEET SALES. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of eleven Ford Explorer Police Interceptors and one Chevy Tahoe from Garber Fleet Sales in the total amount of \$404,206; and providing an immediately effective date."*
3 *RESOLUTION 20-12, APPROVING LICENSE AND INDEMNIFICATION AGREEMENT WITH THE ST. JOE COMPANY FOR GAYLE'S TRAIL EXTENSION. "A Resolution of the City of Panama City Beach, Florida, accepting a license agreement from the St. Joe Company related to the use of land for an extension of Gayles Trails east of the Breakfast Point subdivision."*
- X. REGULAR AGENDA - DISCUSSION/ACTION
OFFICIAL ITEM
1 KJ PLAT APPROVAL, EMERALD COVE, PUBLIC HEARING.
2 MG ORDINANCE 1499, SETTING MAXIMUM RATES AND STANDARDIZING NOTICE PROCEDURES FOR NON AD VALOREM ASSESSMENTS, 1ST READING.
3 ML ORDINANCE 1501, BUSINESS TAX REPORTING, 1ST READING.
4 JP RESOLUTION 20-03, UPDATING RECREATIONAL USER FEES AND USE POLICIES.

DRAFT
MINUTES

The Special 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 September 23, 2019.

ROLL

VICE-MAYOR PHIL CHESTER

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEY:

AMY MYERS

Vice-Mayor Chester called the Special Meeting to order at 3 p.m. with all Councilmen, the City manager, City Clerk, and City Attorney present.

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

REGULAR AGENDA

ITEM 1 CITY MANAGER HIRING PROCESS – DISCUSSION. Vice-Mayor Chester explained the meeting's purpose to discuss the City manager hiring process. Ms. Myers introduced Mr. Colin Baenziger with Colin Baenziger & Associates. She explained he is the City's executive recruiter for a new city manager.

Mr. Baenziger approached the podium and thanked the Council for the opportunity. He explained the proposed project schedule. He stated the first step is to collect information from the Council. He inquired what the Council is looking for in a city manager and what issues they want the City manager to address. He commented he wanted to get to know the Council better as well as what makes Panama City Beach a great place to live, work, and play. He stated all this information will be gathered to paint an accurate picture for the next City manager. He explained this information is compiled and placed in a brochure and distributed in the marketplace to candidates. He explained his company will advertise. He commented they have an email list of thousands of people who are interested in City manager jobs. He commented they will allow three weeks to advertise the position. He explained he will choose 12 to 15 candidates and perform background checks; the background checks and vetting takes about two weeks to process.

Mr. Baenziger explained that his firm will then notify the selected finalists and alternate to be interviewed. He explained that finalist will be given preparatory materials such as the current year budget and organizational charts. Once finalists are selected, Mr. Baenziger provided a suggested list and schedule of travel, meals, social outings, and receptions that the City should provide the finalists. He next explained a proposed method of interviewing candidates by rotating between the offices of individual one-on-one interviews of the Council to test the chemistry with candidates later being presented

to the entire board for about 30 minutes each. He stated once a candidate is chosen the city attorneys will draw up a contract.

Councilman McConnell noted his approval of Mr. Baenziger's approach. The Council discussed a timeline for finalist interviews. The Council agreed to have the one-on-one interviews on December 12th at 1 p.m. and holding the Special Meeting on December 13th from 9 a.m. – 11 a.m.

Councilman Casto spoke of the skills he wanted in a new city manager including great communication, business and political skills along with previous management experience and education. He commented the new city manager needs to meet certain educational requirements. Councilman Solis inquired about the market for city managers. Mr. Baenziger explained the more experienced managers are retiring but hopes to have eight to ten strong candidates from which to choose. He stated an option is to extend the deadline for stronger candidates.

Councilman Solis inquired about the retirement and pension benefits for the next city manager, he asked should it be flexible as possible. Mr. Baenziger recommended it to be flexible and to try to do a one-off option. Ms. Myers commented a separate agreement could be done. She explained the retirement consultant will be looking into employees being vested sooner than 10 years. Mr. Baenziger commented the average tenure for a city manager is eight years.

Councilman McConnell explained they are working for the residents and employees' best interest. He recommended the new city manager have proven prior experience in a larger city or county in order to bring the process and procedures up to the next level; be a strategic thinker; build morale within the departments; develop a process-oriented organization; be a positive ambassador in the community with state and local bodies. He commented the city is rapidly growing and he would like the new city manager to have a collaborative mindset to build and maintain constructive relationships in the entire organization.

Councilman Chester recommended the city manager have three to five years' experience as an assistant or city manager and to have great communications skills. He agreed with Councilman McConnell. He commented the new city manager needs to create a vision for the City.

Councilman Solis commented numbers could be deceiving. The new city manager needs to understand that the estimated population is 13,000 residents; during the summer there will be 60 – 150,000 transit population at any given time. He commented the 1.3 billion that is received in revenue is made during the summer. Councilman Solis discussed the unique financial picture of the City. The police and fire calls are two to three times greater than the county. The new city manager needs to know these things.

Mr. Baenziger spoke of the infrastructure projects. He explained the new city manager will need to be informed of the projects and segments of the CRA. He spoke of pay for the city manager; it may be more than what the current city manager makes. Ms. Myers stated the current salary range is around \$143,000.

With nothing further, the meeting was adjourned at 3:44 p.m.

READ AND APPROVED this 24th of October 2019.

**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

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

October 24, 2019

3. REQUESTED MOTION/ACTION:

Approve a Task Order with Dewberry Engineers for performing a required Risk and Resiliency Assessment of the Utility's water system.

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 Federal Water System Infrastructure Security Act was signed into law in October 2018. It requires water utilities to conduct Risk and Resiliency Assessments of their systems, and subsequently update their Emergency Response Plans. The law provides timelines for utilities to complete the effort and utilities of the City's size need to submit certification of completion by December 31, 2020.

Staff requested a proposal from Dewberry Engineers, Inc. to provide the necessary professional services for the Risk and Resiliency Assessment effort. Dewberry has proposed a Scope of Work under the current Master Services Agreement. Staff has reviewed the proposal and finds that the requested fee of \$45,150 is in line with the work effort. Accordingly, Staff and Dewberry have prepared a Combined Task Order and Notice To Proceed, that would be executed upon City Council approval. At the conclusion of this assessment process, the Utility's existing Emergency Response Plan will be required to be updated. Staff recommends approval of the Task Order and the work is budgeted for completion during this fiscal year.

CONSENT

AGENDA ITEM # 1

RESOLUTION 20-07

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER # 2020-01 TO THE MASTER SERVICES AGREEMENT FOR WATER UTILITY ENGINEERING SERVICES WITH DEWBERRY ENGINEERS, INC., RELATED TO RISK RESILIENCY ASSESSMENT AND EMERGENCY RESPONSE PLAN IN THE AMOUNT OF \$45,150; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order # 2020-01 to the Master Services Agreement for Utility Engineering Services between the City and Dewberry Engineers, Inc., relating to the Risk and Resiliency Assessment and Emergency Response Plan, in the basic amount of Forty-Five Thousand, One Hundred Fifty Dollars (\$45,150.00), 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, whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-07
CONSENT
AGENDA ITEM # 1

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. GWSRU 2020-01

DATE: October __, 2019

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. (formerly PREBLE-RISH, INC.) RELATING TO PROFESSIONAL UTILITY ENGINEERING SERVICES (General Water and Sewer and Reclaimed Utility) dated April 8, 2014, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to a **Risk and Resiliency Water System Assessment**.

Engineer's total compensation shall be (check one):

X a stipulated sum of **\$45,150**; or
___ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
___ a fee determined on a time-involved basis with a maximum cost of \$ _____;

Work shall begin on October __, 2019, and shall be completed within Two hundred Forty (240) calendar days. The date of completion of all work is therefore May __, 2020. Liquidated delay damages, if any, are set at the rate of \$0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

DEWBERRY ENGINEERS, INC.
By: _____ Date: _____
Its: _____

ATTEST:

City Clerk

CITY OF PANAMA CITY BEACH, FL.
By: _____ Date: _____
City Manager

WATER SYSTEM
AWWA J100 RISK AND RESILIENCE ASSESSMENT
SCOPE OF WORK

INTRODUCTION

With the advent of formal standards and best practices for assessing and managing risk and resilience at water and wastewater facilities, it is becoming more critical for utilities to begin the formal process of risk and resilience management. In October of 2018, the Federal Water Infrastructure Security Act of 2018 was signed into law, with a requirement specifically for water systems to perform risk and resilience assessments (see excerpted wording below). The City of Panama City Beach (CLIENT) has sought assistance from the Dewberry (CONSULTANT) to assess and provide recommendations on managing the risks and resilience of their water system and to comply with the new federal law.

(1) IN GENERAL

Each community water system serving a population of greater than 3,300 persons shall conduct an assessment of the risks to, and resilience of, its system. Such an assessment

(A) shall include an assessment of

(i) the risk to the system from malevolent acts and natural hazards;

(ii) the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer or other automated systems (including the security of such systems) which are utilized by the system;

(iii) the monitoring practices of the system;

(iv) the financial infrastructure of the system;

(v) the use, storage, or handling of various chemicals by the system; and

(vi) the operation and maintenance of the system; and

(B) may include an evaluation of capital and operational needs for risk and resilience management for the system.

Dewberry will work with City of Panama City Beach through the seven step AWWA J100 Risk and Resilience standard (J100) process using the compliant version of the Vulnerability Self-Assessment Tool (VSAT) software to organize the decisions made through the process and develop the necessary reporting. The process will be focused and completed through workshops, with each workshop covering areas of the assessment. The workshop format is critical to success and to producing valid inputs to the VSAT software.

The City of Panama City Beach resources needed to complete the assessment should be comprised primarily of utility staff, with subject matter experts available as needed for specific areas of concern such as electrical, process, management, engineering, SCADA, IT, etc. Dewberry will provide guidance on specific staff positions who should attend.

TASK 1 - INFORMATION REQUEST

Within two weeks after receiving a Notice to Proceed (NTP), Dewberry will provide a formal information request, which will generally cover the following:

- A summary of assets in the system (asset register).
- The most current record drawings, primarily focused on site layout, piping and process flow at the plant and each major facility.
- Plans and information regarding current chemicals stored and used on site, including layout, piping, storage, quantities, etc.
- Complete system maps.
- Any existing security, vulnerability, risk, or emergency preparedness/response documents, etc.
- Existing physical security related design documents and plans.
- A summary of all existing employee related and formally adopted policies/procedures/training programs, especially as they relate to security or emergency response.

TASK 2 - WORKSHOPS

The key to successful completion of a J100 based risk and resilience assessment, even using the VSAT software, is open discussion and collaborative decision making in a workshop setting. Multiple workshops are recommended to allow for adequate discussion and decision-making time.

Dewberry will begin scheduling and planning for the workshops necessary to complete the following steps of the J100 assessment, including the Kick-Off/Chartering within 30-days after the formal NTP is received.

Kick Off/Chartering Meeting

Dewberry will begin with a kick off meeting generally covering the following: Introductions, project goals, scope and schedule review, change management, communication, deliverables, quality control, workshop scheduling and critical success factors.

Workshop Number 1

Step 1 - Asset Characterization

In the first workshop, Dewberry will facilitate step one of the seven step J100 standard that includes determining the City of Panama City Beach's mission and objectives in order to develop criteria, then applying those criteria in a process that ultimately determines the most critical assets.

Not all system assets are truly critical, and this workshop will be designed to filter out and identify those truly critical assets. To be considered critical, the asset should be identified as a single point of failure at each major facility. The number of critical assets to be taken through the entire assessment process is a key element in the level of effort required for the assessment. For the assessment, this scope will cover critical assets, including at least one from each major facility (tank, PS, etc.) in the system.

Step 2 - Threat Characterization

Also in the first workshop, step two of the J100 standard will look at the range of possible threats to your assets and then identify the few specific threats to be applied to your most

critical assets for the purposes of the full risk and resilience assessment process. Using the full range of potential threats, from the J100 standard, as a starting point, Dewberry will lead the City of Panama City Beach through the process of determining the most relevant threats to carry forward. For this assessment, this scope will cover a couple of specific threats, presumed to apply to each of the critical assets from step 1.

Workshop Number 2

Step 3 - Consequence Analysis

Aligning with step three of the J100 standard, Dewberry will facilitate this analysis for the worst reasonable consequences that can be caused by the specific threats on the assets identified above. The consequence analysis estimates the results of threat scenarios using VSAT that include consideration of system damage, number of fatalities, or serious injuries, financial loss to the CLIENT, and economic losses to the community.

Step 4 - Threat Analysis

In addition, during this second workshop Dewberry will complete step four of the J100 standard, developing the framework necessary to estimate the likelihood for each of the three (3) threats from step two, the threat characterization above, to impact the critical assets. The estimation will be developed through the VSAT software.

Also during this workshop, Dewberry will develop the additional metrics, beyond threat likelihood and vulnerability, needed to assess resilience. These are duration, or the time period for a threat induced outage in days, and severity, or the amount of daily service denied in gallons per day. Factored together, these two produce a numerical value for service denial.

Each workshop necessary to complete the steps above is presumed to last no more than four (4) hours per duration, taking place during one day for each at the CLIENT's site.

Deliverables for each workshop will include notes summarizing the relevant discussion items, decisions and assessment process for each step of the plan with the relevant information incorporated into the VSAT data file.

TASK 3 - SITE VISITS and VULNERABILITY ANALYSIS

Vulnerability is one of the three variables that make up risk and resilience and is addressed in step five of the J100 standard. It is determined by looking at the number, type and effectiveness of the existing countermeasures assigned to each asset. In order to gather this information, Dewberry will lead site visits, with key representatives from the City of Panama City Beach covering the selected critical assets above, as well as the major facilities where they are located. Dewberry will document all apparent, existing vulnerabilities. Worksheets, checklists and group discussion will be used to capture and later input the relevant information available during the site visit into VSAT.

Step 5 - Vulnerability Analysis

Dewberry will summarize the countermeasures observed and documented from the site visit(s), then analyze them relative to each asset-threat pair determined above, which leads to vulnerability. This includes estimating the likelihood that, given the occurrence of the threat, the consequences documented above will occur. This will be developed through VSAT.

Cyber security may be reviewed at a high level and only as it pertains to the water utility assets specifically. A OWNER wide cyber review is not part of this assessment, however a more direct look at the water system holistically.

The number of days needed to complete all site visits is presumed to be two (2) days by Dewberry in the water system. Each of the two days of site visits is presumed to be no more than six (6) hours in length and the two days are anticipated to take place back to back. Deliverables will include notes summarizing the countermeasures and relevant vulnerabilities for each critical asset relative to the threats selected above.

TASK 4 - DRAFT RISK AND RESILIENCE ANALYSIS

Following the site visits, and outside of a formal meeting or workshop with the City of Panama City Beach, Dewberry will analyze the vulnerabilities and the effectiveness of existing countermeasures and develop the baseline or draft risk and resilience analysis through VSAT. This generally equates to step six of the J100 standard.

Step 6 - Draft Baseline Risk and Resilience Analysis

Dewberry will combine the results of the prior five steps into a draft baseline/risk and resilience analysis, through VSAT, that incorporates the values developed for the consequence analysis, the threat analysis and vulnerability analysis, relative to each asset-threat pair identified in steps 1 and 2 above. This establishes the existing level of monetary risk and resilience for each of the asset-threat pairs.

TASK 5 - DRAFT BASELINE RISK AND RESILIENCE ANALYSIS WORKSHOP (Workshop Number 3)

Dewberry will deliver the draft baseline risk and resilience analysis from VSAT, to the City of Panama City Beach at least one week prior to this workshop. After receipt of the analysis by the City, staff will review and provide comments or questions, as appropriate, for discussion during this workshop. Dewberry and the City of Panama City Beach will come to a mutually agreed upon resolution for each comment. This workshop will also provide discussion of possible risk reduction and resilience improvement methods, or proposed countermeasures, that may be incorporated into the risk and resilience management plan, improvements that either 1) mitigate/reduce consequences, 2) reduce the likelihood of damage, i.e., address asset vulnerabilities, or 3) reduce the likelihood of the threat. Taken as a group together, these improvements will be applied to the baseline analysis to come up with a level of monetary risk reduction and resilience improvement for each asset-threat pair, and therefore a proposed, reduced level of risk. This workshop is presumed to be no more than four (4) hours in length, taking place during one day at the City of Panama City Beach.

As a follow up to this workshop, with the agreed upon comment resolutions incorporated and the direction on risk reduction and resilience improvement methods established, Dewberry will update the draft baseline risk and resilience analysis and incorporate it into a draft management plan, using VSAT generated standard reports. The improvements in this plan will be grouped together and organized, along with a planning level cost to implement, then prioritized based on approximate risk reduction benefit versus cost.

Step 7 - Draft Risk and Resilience Management Plan

One electronic PDF copy of the draft management plan will be delivered to the City of Panama City Beach within 30 days following the workshop. This equates to step seven, the final step of the J100 standard.

TASK 6 - FINAL RISK AND RESILIENCE MANAGEMENT PLAN

The City of Panama City Beach will review the draft risk management plan and provide any final written comments back to Dewberry. A meeting will be scheduled to receive and discuss any comments approximately two weeks after delivery of the draft management plan and is presumed to be no more than two (2) hours in length, taking place during one day at the City of Panama City Beach's site. A final risk management plan, in PDF format, will be delivered to the City within 30 days following receipt and review of the City's comments.

SCHEDULE AND FEE

Dewberry will complete this scope of work within six (6) months of receiving the formal notice to proceed for the Risk and Resiliency Assessment and Management Plan. Completion of the updated Emergency Response Plan (ERP) will be finalized within 60 days of completing Risk and Resiliency Assessment Management Plan. Dewberry proposes the following scope of work and associated deliverable for a Lump Sum fee of **\$45,150.00**.

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department

2. MEETING DATE:

October 24, 2019

3. REQUESTED MOTION/ACTION:

We respectfully request the Council's approval for the purchase of eleven (11) Ford Explorer Police Interceptors (\$33,315.00 each) and (1) Chevy Tahoe 4WD (\$37,741.00 each) from Garber Fleet Sales.

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)

We respectfully request the Council's approval to purchase eleven (11) Ford Explorer Police Interceptors at a cost of \$33,315.00 each and one (1) Chevy Tahoe 4WD at a cost of \$37,741.00 from Garber Fleet Sales. This purchase will allow us to change out dated vehicles that are at the end of their life cycle. This request is based off the lowest bidder.

RESOLUTION 20-11

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF ELEVEN FORD EXPLORER POLICE INTERCEPTORS AND ONE CHEVY TAHOE FROM GARBER FLEET SALES IN THE TOTAL AMOUNT OF \$404,206; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Garber Fleet Sales, relating to the purchase of eleven Ford Explorer Police Interceptors and one Chevy Tahoe 4WD, for a total amount of Four Hundred Four Thousand, Two Hundred Six Dollars (\$404,206.00) on substantially the terms and conditions of the quotes 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 _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk



Panama City Beach Police Department

Specification #	239
Unit Description	K8A

Prepared for: _____ Prepared by: _____

10/13/2019
 Panama City Beach Police Department
 Attn: Wayne Maddox
 wmaddox@beachpolice.org
 (850) 233-5000

Garber Ford, Inc.
 Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 284-0054
 3380 Hwy 17 Green Cove Springs, FL 32043
 rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA19-VEL 27.0, expiring September 30th, 2020 for -- Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price	
K8A	2020 Ford Police Interceptor Utility AWD	\$35,278.00	
Codes	Optional Equipment	Unit Price	Net Price
500A	Order Code 500A	Included	\$0.00
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	\$0.00
44B	Transmission: 10-Speed Automatic	Included	\$0.00
YZ	Oxford White	Included	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	\$0.00
153	Front License Plate Bracket	Included	\$0.00
51P	Left Hand Spotlight - LED	Included	\$0.00
86T	Tail Lamp/Police Interceptor Housing Only	59	\$59.00
17A	Auxiliary Air Conditioning	609	\$609.00
43D	Dark Car Feature	24	\$24.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	339	\$339.00
TTAG	Temporary Tag	6	\$6.00
OPTION	*Gas Engine Deduct* 99B - Engine: 3.3L V6 Direct-Injection (FFV)	(\$3,000.00)	
OPTION	*Turbo Engine Upgrade* 99C - Engine: 3.0L V6 EcoBoost	\$789.00	
TOTAL PURCHASE AMOUNT: 99W Hybrid		\$ 36,315.00	x11 = \$399,465.00
TOTAL PURCHASE AMOUNT: 99B Gas Engine		\$ 33,315.00	x11 = \$366,465.00
TOTAL PURCHASE AMOUNT: 99C EcoBoost		\$ 37,104.00	x11 = \$408,144.00

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Multi-Use Trail/Kathy Younce

2. MEETING DATE:

10/24/2019

3. REQUESTED MOTION/ACTION:

Approve the license agreement for St. Joe Company for the temporary milled asphalt multi-use trail eastern alignment from Breakfast Point Subdivision to the Bay County Sports Complex.

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)

Funds were allocated to the City through the FDOT SUN Trail grant program by the Florida Legislature June 20, 2016. The City was officially awarded approval for the Sun Trail grant under an 80/20 funding split and the Joint Participation Agreement (JPA) November 14, 2018. Construction for this portion of the trail will proceed as soon as the US Army Corps of Engineers permit is obtained.

The next phase of the multi-use trail system is a temporary milled asphalt trail starting east of the existing portion of Breakfast Point Subdivision and terminating at the Bay County Sports Complex. A drawing has been attached for a better perspective of location. Staff has been collecting asphalt millings from the resurfacing projects for the last 3 years to make this connection possible. This temporary connection allows Breakfast Point Subdivision to develop at their own rate and still allow a multi-use trail connection for the public to the eastern portion of the beach. Staff will utilize account force labor to construct the trail and therefore there is no additional cost associated with this project.

Staff recommends approval of the license agreement.

RESOLUTION 20-12

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING A LICENSE AGREEMENT FROM THE ST. JOE COMPANY RELATED TO THE USE OF LAND FOR AN EXTENSION OF GAYLE'S TRAILS EAST OF THE BREAKFAST POINT SUBDIVISION.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain LICENSE AND INDEMNIFICATION AGREEMENT AND WAIVER OF CLAIMS between the City and The St. Joe Company related to the construction and use of an extension of Gayle's Trails east of the Breakfast Point subdivision, 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 _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

CONSENT
AGENDA ITEM # 3

**LICENSE AND INDEMNIFICATION AGREEMENT
AND WAIVER OF CLAIMS**

THIS LICENSE AND INDEMNIFICATION AGREEMENT AND WAIVER OF CLAIMS (“Agreement”) is made and entered into by and between **THE ST. JOE COMPANY**, a Florida corporation (“Licensor”), and **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (“Licensee”).

RECITALS:

A. Licensor is the owner of the land generally depicted in the map referenced as **EXHIBIT “A”** (“Property”).

B. Licensee desires to enter the Property for the purpose of constructing an extension of the public pedestrian trail system commonly known as “Gayle’s Trails” using milled asphalt materials on portions of Licensor’s timber trail (“Trail Improvements”), together with the obligation to maintain, repair, and replace the Trail Improvements and the right to use the Property as a public pedestrian trail system (hereinafter the “Permitted Activities”).

C. Licensor is willing to grant Licensee a temporary, non-exclusive, revocable right of usage and access to and from the Property (“License”) to conduct the Permitted Activities, but only based on the terms and conditions hereof.

D. Licensee acknowledges and appreciates the risks of coming on the Property.

E. Licensee acknowledges and agrees that Licensee and all persons under Licensee’s direction and control, as well as any other person on the Property because of Licensee (collectively, the “Invitees”) and Contractors (defined herein) shall at all times exercise due care for their own personal safety and the safety of the Property and shall fully indemnify Licensor for any damages which may occur on the Property and/or are or will be associated with Licensee’s entry on the Property.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated herein as if restated.

2. **Grant of License.** Licensor hereby grants a temporary, non-exclusive, revocable License to Licensee, its employees, agents, subcontractors, and persons under Licensee’s control, and to any contractor hired by Licensee, its employees, agents, subcontractors, and all persons under their direction and control (collectively, “Contractors”), as well as the “Invitees”, to enter the Property for the sole purpose of conducting the Permitted Activities and so long as Licensor owns the Property. Licensee may not conduct any activity within the Property other than the Permitted Activities without the prior written consent of Licensor.

3. **Term.** The term (“Term”) of the License granted hereunder shall commence on _____, 2019 and shall continue until terminated by Licensor (“Term”).

4. **Termination.** Licensor may terminate this Agreement upon the failure of Licensee to comply with the terms of this Agreement or the failure of Licensee to comply with the terms of the Permits, as hereinafter defined.

5. **Use Restrictions.** The Property may be used solely to conduct the Permitted Activities and only during the Term. Licensee shall faithfully comply with all rules posted on the Property or otherwise dictated by Licensor and this Agreement. Licensee acknowledges that Licensor may be performing development activities in the vicinity of the Property including, but not limited to, heavy truck traffic. Licensor may restrict the Permitted Activities at any time and for any reason upon twenty-four (24) hours' notice to Licensee. Licensor shall not be required to provide any alternate routes or access during any such restricted periods. Notwithstanding the foregoing, Licensee acknowledges and agrees that there shall be no Permitted Activities from November 25, 2019 through February 15, 2020.

There shall be no use or act by Licensee, its Contractors or Invitees which is in violation of any such rule, or any law or ordinance established by any federal, state, municipal or local governmental or regulatory agency pursuant to this Agreement. Licensee, its Contractors or Invitees agree to comply with all applicable laws, rules and regulations, including but not limited to, the provisions of the EMA and RGP as further defined herein. Licensee shall be solely responsible for any permit non-compliance and construction defaults pursuant to this Agreement caused by Licensee, its Contractors or Invitees. Licensee shall not permit any use of the Property which would cause a disruption or which would be offensive or harmful in Licensor's reasonable discretion.

6. **Construction of Trail Improvements.** Prior to performing any Permitted Activities under this Agreement, Licensee shall have any Contractors performing any work on or around the Property execute and deliver to Licensor a Joinder Agreement in the form attached hereto as **EXHIBIT "B"**. Contractors shall comply with this Agreement, all Permits, as well as all applicable laws and regulations, with respect to performing the Permitted Activities. Licensee shall be responsible for all costs required for the Permitted Activities and, unless Licensee obtains Owner's prior written consent, Licensee's activities on the Property shall be limited to the Permitted Activities. Licensee shall be responsible to ensure that the Permitted Activities do not impact any wetlands on the Property or any of Licensor's adjacent property. Licensee shall obtain a survey for the location of the Trail Improvements at its sole cost and expense.

6.1. **As-Is Condition.** Licensee agrees the acceptance of the Property shall be "AS IS," without any agreements, representations, understandings or obligations on the part of Licensor to perform any further alterations, repairs or improvements and shall further constitute a waiver and release by Licensee of any claim or cause of action for damages from Licensor resulting from any error or omission.

6.2. **Licensee's Plans and Specifications.** Licensee shall submit to Licensor for its review and approval and, if necessary, resubmit the same from time to time within fifteen (15) days after receipt of written notice of disapproval thereof from Licensor, until the same are approved by Licensor, detailed drawings, plans and specifications ("Plans and Specifications") of the Trail Improvements. Licensee shall not apply for any permitting or commence the construction and installation of any of the Trail Improvements unless and until Licensor shall give its written consent and approval to the Plans and Specifications (hereinafter "Approved Plans and Specifications"), which consent cannot be unreasonably withheld. Upon receipt of Licensor's approval of the Plans and Specifications, Licensee shall promptly thereafter, and at its sole cost and expense, seek and obtain all necessary building permits and governmental approvals required to enable Licensee to construct Licensee's Trail Improvements.

6.3. **Completion Date.** Promptly following Licensee's receipt of Approved Plans and Specifications and all necessary building permits and governmental approvals, Licensee shall, at its expense, commence the construction and installation of Licensee's Trail Improvements as so approved. Licensee shall cause all of Licensee's Trail Improvements to be completed on or before _____ ("Improvements Completion Date"). Licensee warrants and represents to Licensor that all such Licensee's Trail Improvements will be performed in a good workmanlike manner and in

conformance with all applicable laws, ordinances, requirements, orders, directions, rules and regulations of all governmental authorities, and in accordance with the Approved Plans and Specifications. The contractor selected by Licensee to perform Licensee's Trail Improvements shall be licensed, bonded, and approved by Licensor in writing prior to commencement of construction. All contractors performing work on the Property shall carry workers' compensation insurance, commercial general liability insurance and excess liability insurance in amounts reasonably acceptable to Licensor and shall deliver a certificate of insurance evidencing such coverages to Licensor prior to commencing work on the Property.

6.4 **Coordination of Work.** Licensee recognizes that, from time to time, there may be other ongoing activities on the Property and, if so, Licensee agrees to coordinate Licensee's Trail Improvements with such other activities so as not to interfere with such other on-going activities. Licensee further acknowledges and agrees that such other activities may, from time to time, interfere with Licensee's (and Licensee's contractors', subcontractors' and suppliers') access to the Property or other aspects of Licensee's Trail Improvements, including use restrictions as defined herein.

7. **Maintenance, Repairs and Removal.** Licensee shall be responsible, at its sole cost and expense, for any and all maintenance and repairs to the Property during the Term, including removal of all trash and debris.

In the event Licensor develops the Property upon which Licensee's Trail Improvements are located, Licensor shall provide Licensee with thirty (30) days written notice. Licensee shall be responsible, at its sole cost and expense, to remove any and all of Licensee's Trail Improvements from that portion of the Property as required by Licensor within sixty (60) days of such written notice.

8. **Release and Indemnity.** As further consideration for the License granted hereunder, Licensee hereby agrees:

8.1. to use due care for their own personal safety and the safety of other Invitees on the Property;

8.2. to assume all risks involved and to be fully responsible for the safety of Licensee, its Contractors and Invitees and, and hereby releases, saves and discharges Licensor, its successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of Licensee, its Contractors or Invitees, or loss of, or damage to personal property, and hereby assume further full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to Licensee and any Contractors and Invitees as a result of the License granted herein;

8.3. to indemnify and hold harmless Licensor, its successors or assigns (without waiving the sovereign immunity limitations on liability for Licensee under §768.28, Florida Statutes) from any liability, costs and expenses, including attorney's fees, on account of injury to or death of any person or persons whomsoever, including Licensee, Contractors, Invitees, employees, agents or representatives of the parties hereto or third persons, or for any loss or damage to property arising from or in connection with the Permitted Activities, the use or occupancy of the Property, or from ingress or egress from the Property;

8.4. that Licensor will look solely to Licensee's indemnification set forth herein this Article in connection with Licensee and its Contractors and Invitees entry upon the Property in connection with the Permitted Activities; and

8.5. that neither Licensee nor its Contractors or Invitees shall record a Notice of Commencement on the Property and that Licensee shall pay for all services in connection with the Permitted Activities and pay or bond off any liens recorded against the Property by Contractors and/or Invitees within

fifteen (15) days of recording of said liens.

9. **No Waste.** Licensee agrees that no act shall be permitted and nothing shall be kept in or about said Property that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Property. Licensee shall not permit the Property to be used or occupied in any manner which violates any laws or regulations of any governmental agency.

10. **Insurance.** Unless otherwise specified in this Agreement, Licensee and Licensee's Contractors shall, at their sole expense, maintain in effect at all times during the Term insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to Licensor. Prior to commencing the Permitted Activities, Licensee and Licensee's Contractors shall deliver to Licensor Certificates of Insurance as evidence that policies providing such coverage and limits of insurance set forth below are in full force and effect, which Certificates shall provide that no less than thirty (30) calendar days advance notice will be given in writing to Licensor prior to cancellation, termination or material alteration of said policies or insurance. All insurance shall be carried in companies satisfactory to Licensor, shall name Licensor, its partners, its parent corporations, its affiliates and their respective officers, directors, authorized representatives and employees and Licensor's mortgagees as additional insured and the Policy shall include the condition that it is primary and that any liability insurance maintained by Licensor or any other additional insured is excess and non-contributory. The insurance required under this section shall include the following coverage and limits in the following categories, amounts and detail:

10.1. Worker's Compensation as required by applicable law and Employers' Liability Insurance with minimum limits of One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence.

10.2. Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance on an "occurrence" basis, including Bodily Injury and Property Liability in limits of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) each occurrence or combined single limit which shall include broad form contractual liability insurance and coverage for independent contractors and completed operations.

10.3 All policies will be endorsed to include the Licensor as an additional insured, and will state that the insurance is primary insurance as regards any other insurance carried by the Licensor. All insurance coverages required by this Section shall be issued by companies with an A-VIII rating or better in the Best Guide, on forms acceptable to Licensor and shall provide that coverage thereunder may not be reduced or canceled unless thirty (30) calendar days prior written notice thereof is furnished to Licensor. Certificates of insurance shall be provided to Licensor prior to commencing the Permitted Activities. Licensee and Licensee's Contractors, for all those furnishing labor or materials to or through Licensee hereby agree to waive their right of subrogation and that such waiver shall be permitted by the insurance policy or policies procured by Contractors.

11. **Waiver.** No failure of Licensor to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies of Licensor as contained in this License and as permitted by law or equity shall be cumulative.

12. **Assignment.** Licensee may not assign this License in whole or in part, without the prior written approval of Licensor, which said approval may be withheld at Licensor's absolute discretion.

13. **Recording.** This License shall not be recorded in the public records.

IN WITNESS WHEREOF, Licensor and Licensee executed this Agreement as of the Effective Date.

LICENSOR:

THE ST. JOE COMPANY,
a Florida corporation

By: _____
Name: _____
Title: _____

LICENSEE:

CITY OF PANAMA CITY BEACH,
FLORIDA, a municipal corporation

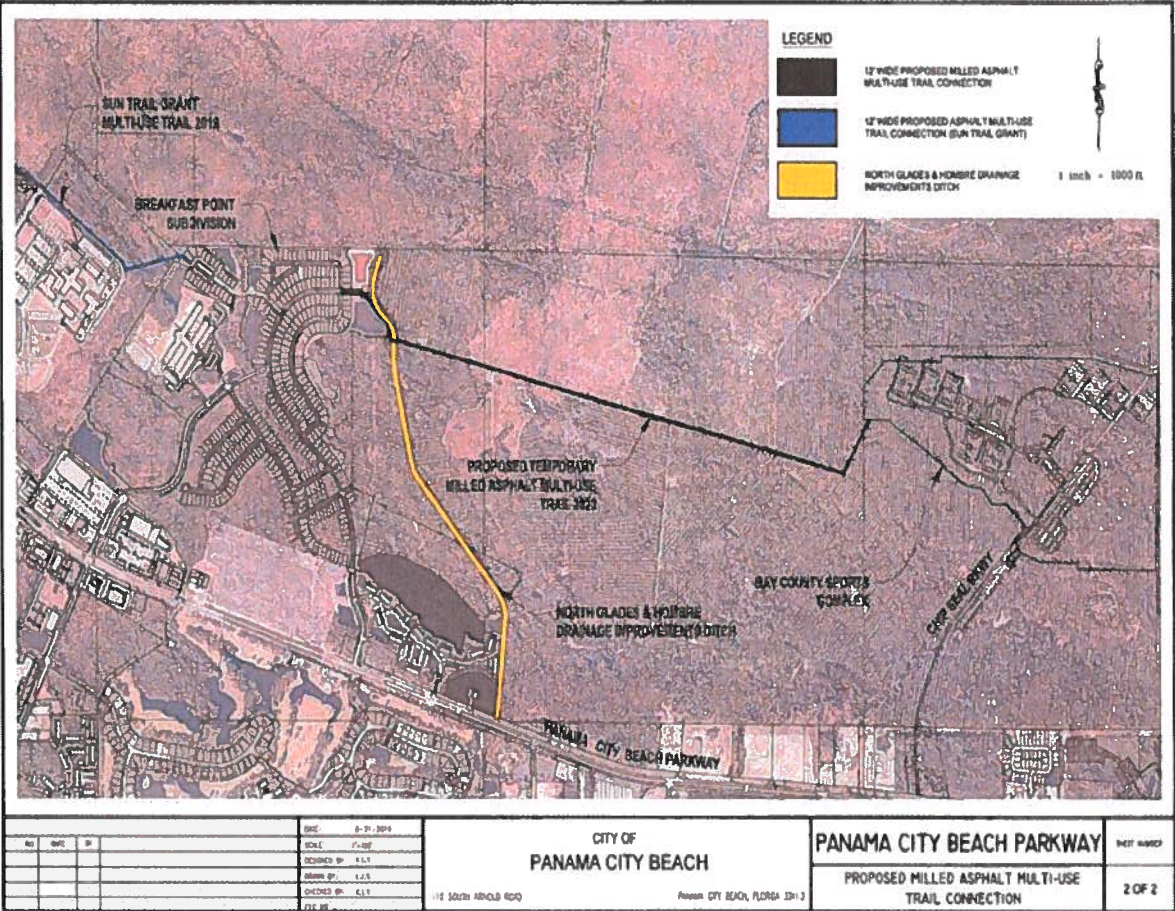
By: _____
Mario Gisbert, City Manager

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

PROPERTY



<table border="1"> <tr> <td>REV</td> <td>DATE</td> <td>BY</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>			REV	DATE	BY													DATE: 8-21-2024 SCALE: 1"=100' DESIGNED BY: S.L.S. DRAWN BY: S.L.S. CHECKED BY: S.L.S. P.L.C.	CITY OF PANAMA CITY BEACH 116 SOUTH AIRMOB ROAD Panama City Beach, Florida 32413	PANAMA CITY BEACH PARKWAY PROPOSED MILLED ASPHALT MULTI-USE TRAIL CONNECTION	SHEET NUMBER 2 OF 2
REV	DATE	BY																			

EXHIBIT "B"

JOINDER AGREEMENT

The undersigned, _____, a _____, hereby acknowledges receipt of a copy of the License Agreement dated _____, _____ by and between **THE ST. JOE COMPANY**, a Florida corporation ("Licensor") and **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("Licensee") (the "Agreement").

By completion of this Joinder Agreement, the undersigned agrees to comply with and to be bound by the terms, conditions, covenants and restrictions of the Agreement in all respects, including, without limitation, the obligation to conduct its work for the Licensee in accordance with the provisions of the Agreement, to assume the risks provided in the Agreement and to carry insurance and provide evidence of such consistent with the Agreement. The undersigned understands that all provisions of the Agreement are hereby made a part of this Joinder Agreement.

The undersigned Contractor/Subcontractor additionally agrees to indemnify and hold harmless Licensor, its successors and assigns, from any liability, costs and expenses, including attorney's fees, on account of injury or death of any person or persons, whomsoever, including Licensee, Contractor, Subcontractor, employees, agents or representatives of the parties hereto, or third person, or for any loss or damage to property arising from or in connection with the use or occupancy of the Licensor's Property, including, without limitation, the Permitted Activities.

The undersigned Contractor/Subcontractor specifically represents and warrants to Licensor that it (i) has the professional experience and skill to exercise its rights and perform its obligations hereunder, (ii) shall comply with applicable federal, state and local laws, including all professional registration and licensing (both corporate and individual) for all Permitted Activities, (iii) shall exercise its rights and perform their obligations in accordance with generally accepted professional standards, (iv) have sufficient capital assets and are adequately financed to meet all financial obligations it may be required to incur hereunder and (v) has obtained all permits necessary to perform the Permitted Activities.

All references in the Agreement to a "Contractor" or "Subcontractor" of the Company shall henceforth be deemed to include the undersigned.

Any notice to be addressed to the undersigned pursuant to the provisions of the Agreement shall be sent to:

The undersigned may change the address for notice if necessary in the future by notifying Licensor and Licensee in writing of such change.

Dated the ____ day of _____, _____.

By: _____
Its: _____
Date: _____

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

10/24/2019

3. REQUESTED MOTION/ACTION:

Approve the Plat for the Emerald Cove Development

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

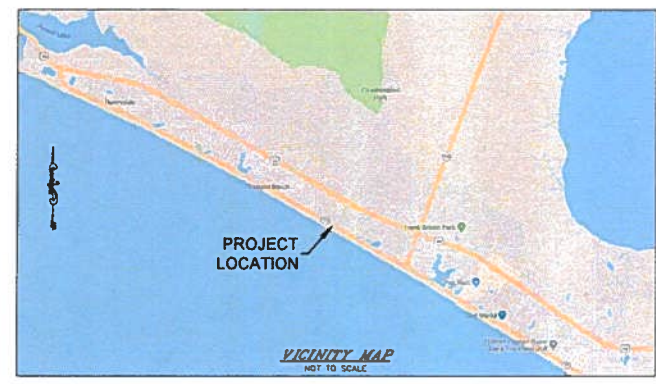
6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The subject property currently has the address of 17653 Front Beach Road, which is located on the south side of Front Beach Road east of Sands Street. This is a proposed 4 lot residential subdivision with the future access remaining private. The public hearing to consider this plat has been publicly advertised. At the time of this memo, the plat is acceptable to City staff. However, we are waiting on the delivery of a current title opinion. If we do not receive this 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.

EMERALD COVE

A SUBDIVISION IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 17 WEST, CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA



TITLE OPINION
STATE OF FLORIDA
COUNTY OF BAY

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY AT LAW, THAT TITLE TO LAND DESCRIBED HEREON, IS IN THE NAME OF THE DEDICATORS, AS SHOWN HEREON AND THERE ARE NO FURTHER ENCUMBRANCES OR UNSATISFIED MORTGAGES ON THE LAND, EXCEPT AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ BAY COUNTY, FLORIDA.

SCOTT M. CAMPBELL
ATTORNEY AT LAW
ATTORNEY BAR NUMBER 633240

TAX COLLECTOR'S STATEMENT
STATE OF FLORIDA
COUNTY OF BAY

I, CHUCK PERDUE, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE, AS OF THIS _____ 2019.

CHUCK PERDUE, BAY COUNTY TAX COLLECTOR

CITY ENGINEER'S CERTIFICATE:
STATE OF FLORIDA
COUNTY OF BAY

THIS IS TO CERTIFY THAT I, KELLY P. JENKINS, P.E., CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "EMERALD COVE", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR THE SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA.

SIGNED THIS _____ DAY OF _____ 2019.

BY:
KELLY P. JENKINS, P.E./CITY ENGINEER
CITY OF PANAMA CITY BEACH, FLORIDA
FLORIDA LICENSE NUMBER 59702

CITY SURVEYOR'S APPROVAL:
STATE OF FLORIDA
COUNTY OF BAY

I, FREDERICK C. RANKIN, P.S.M. UNDER CONTRACT WITH THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE REVIEWED THIS PLAT AND FIND THAT IT CONFORMS TO CHAPTER 177, PART 1, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED ON THE _____ DAY OF _____ 2019.

FREDERICK C. RANKIN P.S.M.
FLORIDA LICENSE NUMBER LS6585

DESCRIPTION: (AS WRITTEN)
A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4101 PAGE 2264 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 6, L.M. WELLS GULF BEACH ESTATES AND THE SOUTHERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD; THENCE PROCEED SOUTH 59 DEGREES 36 MINUTES 30 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 59 DEGREES 36 MINUTES 35 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 188.10 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, PROCEED SOUTH 01 DEGREES 32 MINUTES 13 SECONDS WEST, A DISTANCE OF 179.47 FEET TO A POINT ON THE EROSION CONTROL LINE FOR BAY COUNTY (BOOK 1, PAGES 1-35); THENCE PROCEED NORTH 55 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG SAID EROSION CONTROL LINE, A DISTANCE OF 132.05 FEET; THENCE NORTH 59 DEGREES 37 MINUTES 02 SECONDS WEST, ALONG SAID EROSION CONTROL LINE, A DISTANCE OF 66.00 FEET; THENCE, DEPARTING SAID EROSION CONTROL LINE, PROCEED NORTH 01 DEGREES 32 MINUTES 13 SECONDS EAST, A DISTANCE OF 159.59 FEET; THENCE PROCEED NORTH 30 DEGREES 23 MINUTES 25 SECONDS EAST, A DISTANCE OF 81.7 FEET TO THE POINT OF BEGINNING OF THE PARCEL, HEREIN DESCRIBED.

SAID PARCEL LYING AND BEING IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY FLORIDA AND CONTAINING 0.67 ACRES, MORE OR LESS.

NOTE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE:
PURSUANT TO FLORIDA STATUTE 177.091 (PARAGRAPHS 8 AND 9), PERMANENT CONTROL POINTS WERE SET, AND MONUMENTS WERE PLACED AT ALL LOT CORNERS SHOWN HEREON, PRIOR TO THE RECORDING OF THIS PLAT OF EMERALD COVE.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN AND THAT THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES.

DARVE E. W. BURGESS, P.L.S.
EMERALD COAST ASSOCIATES, INC.,
327 COUNTY HIGHWAY 393 SOUTH
SANTA ROSA BEACH, FLORIDA 32459

FLORIDA REGISTRATION #4930
L B NO 3724

DEDICATION
STATE OF FLORIDA
COUNTY OF BAY

KNOW ALL MEN BY THESE PRESENTS THAT I, B M DEVELOPMENT LLC, A GEORGIA LIMITED LIABILITY COMPANY, UNDER LAWS OF THE STATE OF FLORIDA AND AS OWNER OF THE LANDS HEREON PLATTED AS EMERALD COVE, DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT AND IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 (2) THIS DEDICATION SHALL NOT CREATE ANY RIGHTS OF THE PUBLIC IN THE PROPERTY SHOWN ON THE PLAT. MAINTENANCE RESPONSIBILITY OF ALL DRAINAGE, ACCESS AND UTILITY EASEMENTS IS HEREBY DEDICATED TO THE EMERALD COVE HOMEOWNERS' ASSOCIATION, INC. I, B M DEVELOPMENT LLC DOES HEREBY REQUEST THAT SAID PLAT OF EMERALD COVE FIRST BE RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

THE DEVELOPER HAS EXECUTED THIS DEDICATION THIS _____ DAY OF _____ 2019.

BY:
KOUR UZUNOVSKY, MEMBER

WITNESS _____

ACKNOWLEDGMENT TO DEDICATION:
STATE OF FLORIDA
COUNTY OF BAY

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ 2019.

ROTARY PUBLIC
My commission expires _____

JOINER AND CONSENT TO DEDICATION:
STATE OF FLORIDA
COUNTY OF BAY

MORGAN BANK, THE HOLDER OF MORTGAGES ON THE HEREIN DESCRIBED PROPERTY AS RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, DO HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREON.

BY:
AUTHORIZED REPRESENTATIVE

WITNESS _____

ACKNOWLEDGMENT TO JOINER AND CONSENT TO DEDICATION:
STATE OF FLORIDA
COUNTY OF BAY

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN THE FOREGOING JOINER AND CONSENT TO DEDICATION, AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ 2019.

ROTARY PUBLIC
My commission expires _____

CITY COUNCIL APPROVAL:
STATE OF FLORIDA
COUNTY OF BAY

WE HEREBY CERTIFY THAT THIS PLAT AND DEDICATION, TOGETHER WITH ALL CERTIFICATES SHOWN HEREON HAVE BEEN EXAMINED IN REGULAR SESSION AND DULY APPROVED BY A MAJORITY OF THE COUNCIL, AND IS HEREBY ORDERED FILED FOR PERMANENT RECORDS THIS _____ DAY OF _____ 2019.

GREG THOMAS - MAYOR
PAUL CASTRO - COUNCIL MEMBER, WARD 1
PRE. CRISTINA - COUNCIL MEMBER, WARD 2
DEPT. MCNEILL - COUNCIL MEMBER, WARD 3
RECTOR SOOS - COUNCIL MEMBER, WARD 4

CITY MANAGER'S APPROVAL:
STATE OF FLORIDA
COUNTY OF BAY

THIS IS TO CERTIFY THAT I, MARIO OSBORT, CITY MANAGER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "EMERALD COVE", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA.

SIGNED THIS _____ DAY OF _____ 2019.

BY:
MARIO OSBORT/CITY MANAGER
CITY OF PANAMA CITY BEACH, FLORIDA

COUNTY CLERK'S CERTIFICATE:
STATE OF FLORIDA
COUNTY OF BAY

I, BILL KIMSALA, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE APPLICABLE LAWS OF BAY COUNTY FLORIDA AND THAT SAID PLAT IS HEREBY FILED FOR RECORD ON THE _____ DAY OF _____ 2019, AT PAGE _____.

SEE PROBATE CLERK OF THE CIRCUIT COURT
BAY COUNTY, FLORIDA.

EMERALD COVE
SHEET 1 of 2

Emerald Coast Associates Inc.
Land Planning • Engineering • Surveying
277 COUNTY HIGHWAY 393 SOUTH
SANTA ROSA BEACH, FLORIDA 32459
PH: (904) 255-6747, FAX: (904) 255-0019

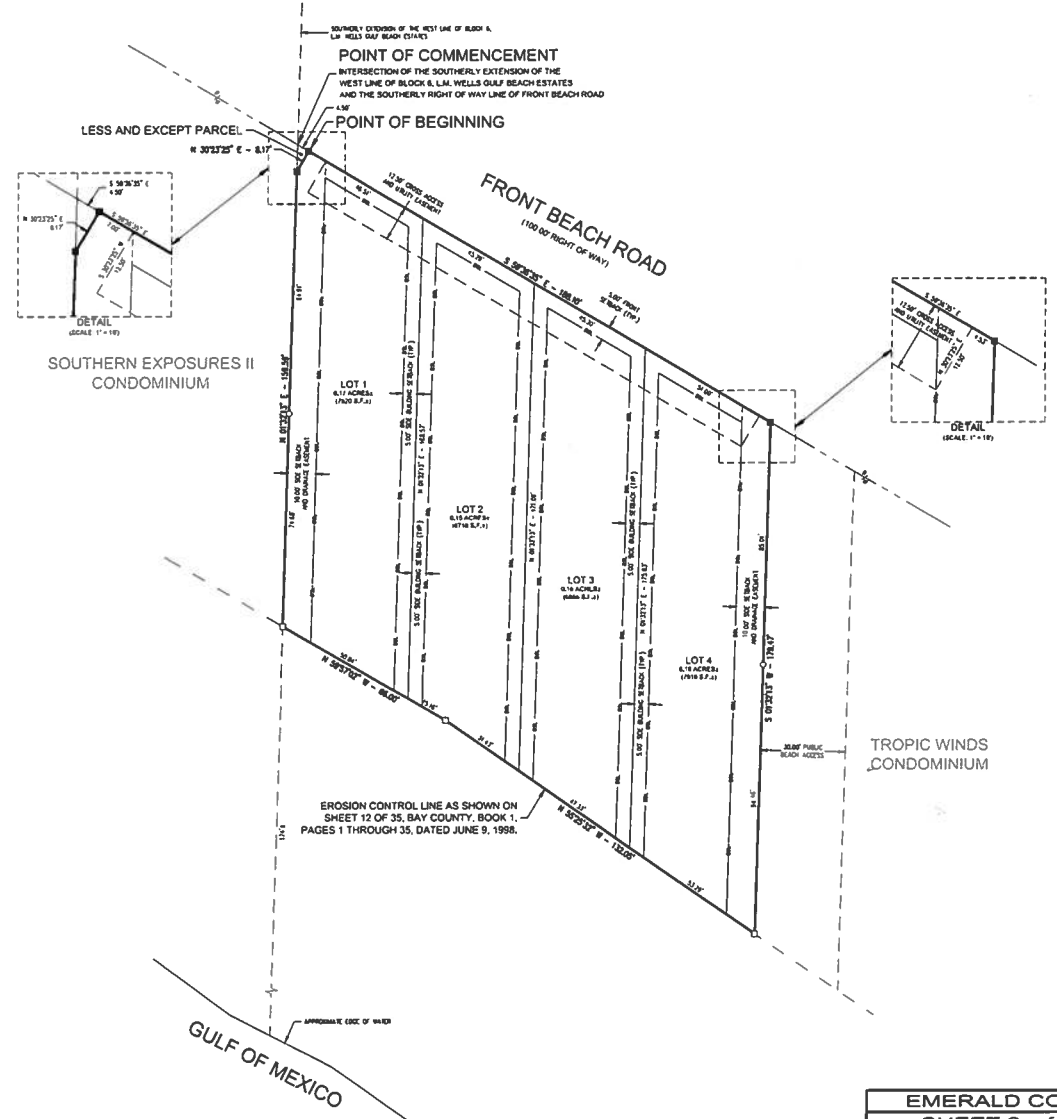
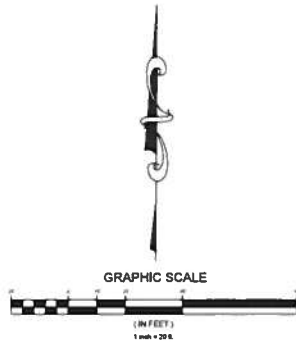
PREPARED BY: DARVE E.W. BURGESS, P.L.S. #4930
PROJECT/ORDER NUMBER: 19-247/19-0909

FILE: 19-247PL.dwg, October 15, 2019 - 11:35:05 AM

AGENDA ITEM # 1

EMERALD COVE

A SUBDIVISION IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 17 WEST, CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA



- GENERAL NOTES:**
1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 AS BEING SOUTH 59 DEGREES 36 MINUTES 35 SECONDS EAST.
 2. NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.
 3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
 4. GRAPHIC SYMBOLISM OF CORNER MONUMENTATION, UTILITIES, SIGNS, ETCETERA, ARE EXAGGERATED FOR CLARITY AND ARE NOT TO SCALE. THE CENTER POINT OF WHICH IS ACCURATELY PLOTTED TO SCALE AND/OR DIMENSIONED THERE TO.
 5. NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.
 6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

LEGEND:

■ = FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3861	NO = NUMBER
□ = SET 4"x4" CONCRETE MONUMENT - L.B. #3724 P.M.	# = NUMBER
○ = SET 1/2" CAPPED IRON ROD L.B. #3724	M = MORE OR LESS
L.B. = LICENSED BUSINESS	R/W = RIGHT OF WAY
L.S. = LICENSED SURVEYOR	O/R = OPTICAL RECORDS
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER	O/C = DRAWING
P.L.S. = PROFESSIONAL LAND SURVEYOR	N = NORTH
COMP = CORPORATION	S = SOUTH
INC. = INCORPORATED	E = EAST
ORG. = ORGANIZATION	W = WEST
P.E. = PROFESSIONAL ENGINEER	D = DEGREES
L.L.C. = LIMITED LIABILITY CORPORATION	' = MINUTES AND FEET
ID = IDENTIFICATION	" = SECONDS
P.C.P. = PERMANENT CONTROL POINT	(TYP) = TYPICAL
P.M. = PERMANENT REFERENCE MONUMENT	— = DISTANCE NOT TO SCALE
F.D.E.P. = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	

Emerald Coast Associates Inc.
 WWW.ECA-FL.COM
 327 COUNTY HIGHWAY 323 SOUTH
 SANTA ROSA BEACH, FLORIDA 32450
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 PREPARED BY: DARYL E.W. BURDS, P.L.S. #4900
 PROJECT/ORDER NUMBER: 19-247/19-0509

EMERALD COVE
SHEET 2 of 2

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATIVE/LEGAL

2. MEETING DATE:
OCTOBER 24, 2019

3. REQUESTED MOTION/ACTION:
APPROVE FIRST READING OF ORDINANCE 1499 SETTING MAXIMUM RATES FOR NON AD VALOREM ASSESSMENTS AND STANDARDIZING PROCEDURES ASSOCIATED THEREWITH

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)

In developing the City budget this Summer — and being mindful of the balance between City General Fund revenue, non-ad valorem assessment revenue, other limited legally available revenue, and continuing Council efforts to avoid the use and imposition of property taxes by the City — the need to fairly, efficiently and smartly balance and adjust annually for inflation and other economic impacts on both property owners and the City’s annual budget process became apparent. The home-rule use of an independent index or reference, based on growth in personal income in Florida, to annually adjust assessment rates, was used in our CRA-ROW program and the concept and index was drawn from similar use by the Legislature in Florida Statutes.

Modifying and updating these ordinances will provide for standardization, transparency and better financial stewardship. These procedural ordinance amendments mime that in our recent CRA-ROW ordinance, and will serve to standardize the approach for fire protection and stormwater assessments, and be in conformance with the CRA-ROW ordinance provisions recently placed before the Circuit Court as a part of the validation to rely on such increases, among other things, to repay modest capital equipment leasing debt.

This ordinance update/amendment item requires two readings, published notice, and a public hearing at or after the second reading. If the Council approves first reading, staff will publish notice of the second reading and public hearing.

Staff recommends approval.

ORDINANCE 1499

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO SETTING AND NOTICING MAXIMUM RATES FOR SPECIAL OR NON-AD VALOREM ASSESSMENTS AND STANDARDIZED PROCEDURES ASSOCIATED THEREWITH; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AMENDING CHAPTER 28. From and after the effective date of this ordinance, Sections 2.08 and 3.02, Chapter 28 of the Code of Ordinances of the City of Panama City Beach, as amended, related to Capital Improvement and Essential Services Assessments, are hereby amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

SECTION 2.08. - ANNUAL ASSESSMENT RESOLUTION shall be modified and amended as follows:

(A) The Council shall adopt an Annual Assessment Resolution during its budget adoption process for each Fiscal Year in which Assessments will be imposed to approve the Assessment Roll for such Fiscal Year. The Final Assessment Resolution shall constitute the Annual Assessment Resolution for the initial Fiscal Year. The Assessment Roll, as prepared in accordance with the Initial Assessment Resolution and confirmed or amended by the Final Assessment Resolution, shall be confirmed or amended by the Annual Assessment Resolution to reflect the then applicable portion of the cost of the Capital Improvements or Essential Services, or both, to be paid by Assessments. If the proposed Assessment for any parcel of property exceeds the maximum amount established in

the notice provided pursuant to Section 2.05 hereof or if an Assessment is imposed against property not previously subject thereto, the Council shall provide notice to the owner of such property in accordance with Sections 2.05 and 2.06 hereof and conduct a public hearing prior to adoption of the Annual Assessment Resolution.

(B) The Council may also establish by resolution or directive such reasonable procedures or directions to confirm and comply with the Uniform Assessment Collection Act as may be practicable and necessary.

(C) Nothing herein shall preclude the Council from establishing by resolution a maximum rate of assessment provided that notice of such maximum assessment rate is provided pursuant to the Uniform Assessment Collection Act. In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Assessment for any Fiscal Year exceeds the maximum rate of assessment adopted by the Council and included in notice previously provided to the owners of Assessed Property by law and pursuant to the Uniform Assessment Collection Act, or, (2) the method of apportionment is changed or the purpose for which the Assessment is imposed is substantially changed from that represented by notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, notice and opportunity to be heard shall be provided to the owners of such Assessed Property. Such notice shall substantially conform to the notice requirements set forth in the Uniform Assessment Collection Act and inform the owner of the time, date and place for adoption of the Annual Assessment Resolution. The failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of an Assessment imposed by the Council pursuant to this Chapter.

(D) Without additional individual notice the maximum rate of assessment established by resolution may include and be expressed by a cognizable independent indexing feature or reference as the maximum annual increase from year to year, and shall be deemed the maximum rate of assessment authorized herein by law at the time of the initial imposition or subsequent mailed notice of the Assessment.

(E) No subsequent additional individual notice shall be required or necessary where the method of apportionment at the time of initial imposition or subsequent mailed notice remains unchanged and was otherwise previously noticed where the attributes of any individual tax parcel may change

from year to year. Provided, however, implementation of any annual increases in accord with any established maximum rate of assessment shall be noticed by publication in conformance with Section 2.05 hereof.

SECTION 3.02. - ALTERNATIVE METHOD OF COLLECTION shall be modified and amended as follows:

In lieu of using the Uniform Assessment Collection Act, the City may elect to collect the Assessment by any other method which is authorized by law or provided by this Section 3.02 as follows:

(A) The City shall provide Assessment bills by first class mail to the owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the method or Assessment Units used to determine the amount of the Assessment, (3) the number of Assessment Units attributable to the parcel, (4) **the rate or rates applied to the unit of measurement or method and** the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Assessment is due, and (7) a statement that the Assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. **Such direct bills may also include any other information or notices for a subsequent year.**

(B) A general notice of the lien resulting from imposition of the Assessments shall be recorded in the Official Records of Bay County, Florida. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The City shall have the right to appoint or retain an agent to **collect and** foreclose ~~and collect~~ Assessments **including all delinquent Assessments** in the manner provided by law. An Assessment shall become delinquent if it is not paid within thirty (30) days from the due date. The City or its agent shall notify any property owner who is **or may become** delinquent in payment of an Assessment within sixty (60) days from the date such Assessment was due. Such notice shall state in effect that the City or its agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate **property, or otherwise as provided by law; or (2) cause an amount equivalent to the delinquent Assessment, not previously subject to collection using the uniform method**

under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent property owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by law and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll or to the Tax Collector.

SECTION 2. AMENDING ORDINANCE NO. 1444. From and after this effective date of this ordinance, Section 2.08, procedural Ordinance No. 1444, as amended, of the City of Panama City Beach related to the Provision and Funding of Fire Protection by Fire Service Assessments, is hereby amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

SECTION 2.08 ALTERNATIVE USE OF UNIFORM ASSESSMENT COLLECTION ACT shall be modified and amended as follows:

(A) The City may determine to use the uniform method of collection provided for in the Uniform Assessment Collection Act; provided, however that all of the extraordinary procedures required by the Uniform Assessment Collection Act can be and are timely complied with.

(B) In the event the uniform method of collection provided for in the Uniform Assessment Collection Act is determined to be used, the Assessment Coordinator shall publish notice which shall conform to the requirements set forth in the Uniform Assessment Collection Act and, in addition to the requirements set forth in this Ordinance, the Assessment Coordinator shall provide notice of the proposed Assessment by first class mail to the owner of each parcel of property subject to the Assessment which shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such mailed notice may be provided by including the Assessment in the Property Appraiser's notice of proposed property taxes and proposed or adopted non-ad valorem assessments under Section 200.069, Florida Statutes, or its successor in function. **Such mailed notice, including any indexed maximum rate of assessment, may also be provided in advance and combined with any notice or bill associated with the traditional direct billing method of collection, or any other reasonable means of mailed notice. In such a circumstance no additional mailed notices shall be required for increases within or less than such indexed annual increases in rates so noticed previously by mail.** The Assessment Coordinator may provide proof of all such notices by affidavit. Failure of the owner to receive notice due to mistake or inadvertence shall nevertheless not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of an Assessment imposed by the City Council pursuant to this Ordinance.

(C) The City Council may also establish by resolution or directive such reasonable procedures or directions to confirm and comply with the Uniform Assessment Collection Act as may be practicable and necessary.

(D) Nothing herein shall preclude the City Council from establishing by resolution a maximum rate of assessment provided that notice of such maximum assessment rate is provided pursuant to the Uniform Assessment Collection Act. In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Assessment for any Fiscal Year exceeds the maximum rate of assessment adopted by the City Council and included in notice previously provided to the owners of Assessed Property **by law and** pursuant to the Uniform Assessment Collection Act, (2) the method of apportionment is changed or the purpose for which the Assessment is imposed is

substantially changed from that represented by notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, (3) Assessed Property is reclassified in a manner which results in an increased Assessment from that represented by notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice and opportunity to be heard shall be provided to the owners of such Assessed Property. Such notice shall substantially conform to the notice requirements set forth in the Uniform Assessment Collection Act and inform the owner of the time, date and place for adoption of the Annual Assessment Resolution. The failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of an Assessment imposed by the City Council pursuant to this Ordinance.

(E) Without additional individual notice the maximum rate of assessment established by resolution may include and be expressed by a cognizable independent indexing feature or reference as the maximum annual increase from year to year, and shall be deemed the maximum rate of assessment authorized herein by law at the time of the initial imposition or subsequent mailed notice of the Assessment.

(F) No subsequent additional individual notice shall be required or necessary where the method of apportionment at the time of initial imposition or subsequent mailed notice remains unchanged and was otherwise previously noticed where the attributes of any individual parcel may change from year to year. Provided, however, implementation of any annual increases in accord with any established maximum rate of assessment shall be noticed by publication in conformance with Section 2.04 hereof.

(G) The Assessment Roll, as approved by the Annual Assessment Resolution, shall be certified and delivered to the Tax Collector as required by the Uniform Assessment Collection Act.

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

SECTION 4. CODIFICATION. The appropriate officers and agents of the City are authorized and directed, as determined necessary, to codify,

include and publish in electronic format the provisions of Section 1 of this Ordinance within the Panama City Beach Code of Ordinances 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 5. 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 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

[Remainder of Page Intentionally Left Blank]

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of November, 2019.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2019.

MAYOR

Published in the _____ on the ____ day of _____, 2019.

Posted on pcbgov.com on the ____ day of _____, 2019.

DRAFT 10/18/19 193948 v4

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL / AMY MYERS

2. MEETING DATE:
OCTOBER 24, 2019

3. REQUESTED MOTION/ACTION:

APPROVE FIRST READING OF ORDINANCE 1501 REQUIRING THAT TRANSIENT RENTAL HOSTING PLATFORMS DISPLAY EACH PROPERTY'S CITY BUSINESS TAX RECEIPT NUMBER.

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)

WITH CHANGES IN TECHNOLOGY AND THE TYPES OF ACCOMMODATIONS AVAILABLE TO VISITORS, MORE AND MORE PROPERTY OWNERS AND VISITORS USE ONLINE PLATFORMS TO STAY IN TRANSIENT RESIDENTIAL RENTALS.

WHILE THE CITY ALLOWS TRANSIENT RESIDENTIAL RENTALS IN MANY PARTS OF THE CITY, THEY ARE PROHIBITED FROM SINGLE FAMILY RESIDENTIAL NEIGHBORHOODS. ADDITIONALLY, THESE TRANSIENT RENTALS ARE SUBJECT TO THE CITY'S BUSINESS TAX AND PROPERTY OWNERS MUST PURCHASE A BUSINESS TAX RECEIPT IN CONNECTION WITH THE RENTAL.

ORDINANCE 1501 ENSURES COMPLIANCE WITH THE CITY'S EXISTING REGULATIONS BY REQUIRING THAT HOSTING PLATFORMS, SUCH AS VRBO, HOME AWAY OR AIR BNB, DISPLAY THE BUSINESS TAX RECEIPT NUMBER FOR EACH PROPERTY RENTED WITHIN THE CITY LIMITS. THIS WILL REQUIRE PROPERTY OWNERS TO ENTER THIS INFORMATION WHEN LISTING THEIR PROPERTY ON THESE PLATFORMS.

STAFF BELIEVES THIS WILL AIDE ENFORCEMENT OF THE CITY'S CURRENT REGULATIONS AND ENHANCE EDUCATION TO TRANSIENT RESIDENTIAL RENTAL OWNERS. STAFF RECOMMENDS APPROVAL.

IF APPROVED, THIS ORDINANCE WILL BE SCHEDULED FOR SECOND READING AND ADOPTION ON NOVEMBER 14. 2019.

ORDINANCE 1501

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 14 OF THE CITY'S CODE OF ORDINANCES RELATING TO BUSINESS TAX RECEIPTS; REQUIRING THAT HOSTING PLATFORMS INCLUDE THE BUSINESS TAX RECEIPT NUMBER IN ITS TRANSIENT RESIDENTIAL RENTAL LISTINGS; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR EXCEPTIONS TO PENALTIES FOR VIOLATION UNDER CERTAIN CIRCUMSTANCES; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is a premier tourist destination which hosts millions of visitors each year; and

WHEREAS, many visitors choose to stay in transient residential rentals and book those rentals through online hosting platforms; and

WHEREAS, the City allows these rentals within designated zoning codes while prohibiting them in certain single family residential areas; and

WHEREAS, owners of residential properties or units seeking to engage in transient residential rentals within the City are required under the City's Code of Ordinances to obtain a business tax receipt; and

WHEREAS, the City has a substantial interest in maintaining the character, aesthetic and tranquility of its residential neighborhoods while also ensuring that visitors are staying legally compliant accommodations; and

WHEREAS, the City finds that requiring hosting platforms to display the business tax receipt number will ensure compliance, provide guests with peace of mind, and further the public health, safety, and welfare of the City.

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

SECTION 1. From and after the effective date of this Ordinance, Section 14-1 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 14-1. - Definitions.

Artisans shall mean any person engaged in the business of creating, decorating or assembling any merchandise for sale to the consumer at the same location as such creation, decoration or assembly, including by way of example and not limitation, air brush artists, sketch artists, painters, potters, turners, joiners, carpenters, carvers, wood workers, weavers, knitters, toolers, jewelers, metal smiths, glass blowers or other craft persons.

Geofencing or geocoding means any type of computational process of transforming a physical address description to a location on the Earth's surface by means of converting addresses into geographic coordinates and using them to virtually define a real-world geographical boundary. As used in this article, an established geofence will trigger an automatic response prohibiting a property from being listed on a hosting platform when a person enters an address that is within a zoning district that prohibits transient residential rentals.

Gross sale shall mean the gross sale price at which all sales were made, whether for cash or on time or for credit, and shall not contemplate any deductions for any purpose not specifically provided for in this chapter; and shall mean all sales regardless of the ultimate distribution, place of delivery or purpose of use of any such merchandise. Any merchant having cash and credit sales may, if he desires, report any such cash sales only and he shall thereafter include in each monthly report all credit collections made during the month preceding and shall pay the tax thereon at the time of filing the report.

Hosting platform means an internet-enabled application, mobile application, or any other digital platform that is used to connect guests with a transient residential rental provider for the purpose of renting a transient residential rental.

Merchandise shall mean any goods, wares or commodities bought or sold in the usual course of trade.

Merchant shall mean any person engaged in the business of selling, merchandise at retail or wholesale or the business of renting sleeping or living quarters to transients, or the business of operating, maintaining or conducting amusement rides or devices or amusement parks, or attractions, or the business of an artisan, and when used in this chapter shall include but not in any way be limited to manufacturers and distributors of bottled soft drinks, ice cream and bakery products, job printers, undertakers, dealers in motor vehicles and house trailers, blacksmith shops, retail butcher shops, distributors of tobacco products, manufacturers of building material blocks, dairy products and milk distributors, dealers in automobile accessories and parts, vendors of electric or gas machinery and equipment, dealers in selling engines and supplies, dealers in gravel and sand, operators of soda fountains, lumber dealers whether operating a sawmill, planing mill, novelty works or not, newsstands where papers and periodicals are sold, dealers in pianos or organs, dealers in secondhand merchandise, dealers in sewing machines and transit-mix concrete plants, and other service establishments whose gross receipts include the sale of merchandise as defined herein. However, that part of the gross receipts accounted for as services rendered shall not be used in calculating the amount of tax due measured by sales. The term "merchant," when used in this chapter, shall further include but not in any way be limited to operators of motels, hotels, apartments, rooming houses, houses rented to transients, tourists and trailer courts and camps and any other such quarters.

Resale shall mean a second sale; a sale of what was before sold. To constitute a resale, the second sale must be of the identical article or thing before sold in its original form and shape. Any article or thing sold, where incorporated into or joined with another or other articles or things and then sold together as a new or different article or product, shall not be considered an article or thing sold for resale; provided that nothing in this chapter concerning the definition of the word "resale" shall be deemed or held to apply to manufacturers of building material blocks or transit-mix concrete plants, such manufacturers and plants being hereby defined as "wholesale merchants."

Retail merchant shall mean any merchant who sells to the consumer or for any purpose other than resale, including renting of accommodations and the operating, maintenance or conduct of amusements or amusement parks and including artisans, except that sales to manufacturers and sales to the state, the federal government or any political division of either of them shall be considered wholesale sales.

Sale shall mean any transfer of title or possession, or both, exchange, barter, lease or rental, conditional or otherwise, in any manner or by any means whatsoever of tangible personal property for a consideration, and shall include the rental of motel or hotel rooms, apartments, rooming houses, tourist trailer courts or camps, houses rented to transients and any other such quarters.

Transient shall mean any person staying, sleeping or living in quarters not owned by him for a consideration, until such person shall have so stayed, slept or lived for an uninterrupted period exceeding three (3) months.

Transient Residential Rental – A dwelling unit that is provided for temporary rental to transient individuals or groups for a duration of less than six (6) months.

Wholesale merchant shall mean any merchant who sells to another for the purpose of resale.

SECTION 2. From and after the effective date of this Ordinance, Section 14-31 of the City's Code of Ordinances is created to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 14-31. - Prohibitions for publishing property listings on hosting platforms; requiring business tax receipt number.

(a) Each hosting platform under this section will not list, or permit any person to list, any transient residential rental on its hosting platform, unless the hosting platform:

- (1) Posts a notice, in a conspicuous place on its website, advising transient residential rental providers and property owners that such providers are required under this section to obtain a City-issued business tax receipt in order to list a rental property on its hosting platform; and
- (2) Displays the property owner's City-issued business tax receipt number for each listing that appears on a hosting platform.
- (3) Platforms which post or display user-inputted City-issued business tax receipt numbers but fail to verify the validity of user-

inputted date. Upon receipt of notice that the Platform has displayed invalid business tax receipt numbers for any property, the Platform shall remove the listing or correct the listing within ten (10) days of the notice.

(b) Penalties and enforcement.

(1) A violation of this section shall be subject to the following fines:

a. If the violation is the first offense, a person or business shall receive a civil fine of \$1,000.00;

b. If the violation is the second violation within the preceding six months, a person or business shall receive a civil fine of \$2,000.00;

c. If the violation is the third violation within the preceding six months, a person or business shall receive a civil fine of \$3,000.00; and

d. If the violation is the fourth or subsequent violation within the preceding six months, a person or business shall receive a civil fine of \$5,000.00.

(2) Enforcement. In addition to any other penalty provided by law, compliance with this Section 14-31 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System). This shall not preclude other law enforcement agencies from any action to assure compliance with this section and all applicable laws.

(c) Exceptions. Penalties listed in subsection (b)(1) shall not apply to:

(1) Any hosting platforms that integrate geofencing or geocoding within their respective mobile or web-based applications that prohibit property owners from listing those properties that are within a zoning district that prohibits transient rentals.

(2) Hosting platforms that integrate geofencing or geocoding within their respective mobile or web-based applications must still comply with the provisions of subsection (a) herein.

(d) Compliance with Exceptions. The exceptions set forth herein shall be valid, provided that the hosting platform submits a certificate to the Code Enforcement Department verifying that the geofencing or geocoding is active and effective. The certificate must be submitted to the city on the first day of each month, unless the first day of the month falls on a Saturday, Sunday, or a legal holiday.

(1) Any hosting platform that knowingly submits a false certification of an active and effective geocode or geofence to the City shall be punishable by civil penalty established in section 14-31(b)(1) and shall be enforced by the remedies and procedures set forth in Chapter 25 of this Code.

(2) A hosting platform will not be held in violation of this section in an event of a property owner providing a false address that falls within a zoning district that allows transient rentals and after booking, personally directing the guest to a different property located within a zoning district that prohibits transient rentals. However, in an event that a hosting platform discovers the falsity of the provided property address, it must disclose the falsity and the identity of the property owner to the City within 15 days of the discovery. Should the hosting platform fail to disclose property owner's misconduct, the hosting platform shall be punished in accordance with section 1-14 of the City Code.

(3) Any person or property owner who knowingly commits the act described in subsection 14-31(c)(3)(b) or any other act done to bypass a hosting platform's geofencing or geocoding in order to list properties within a zoning district that prohibits transient rentals, shall be punished in accordance with section 1-12 of this Code.

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 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 on March 1, 2020.

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 _____, 2019.

Posted on pcbgov.com on the ____ day of _____, 2019.

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

October 24, 2019

3. REQUESTED MOTION/ACTION:

Staff is recommending that City Council approve the Updated User Fees beginning January 1 2020.

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)

Staff is recommending to approve the updated User Fees beginning January 1, 2020.

Rate changes include, but are not limited to:

1. Lyndell Conference Center & Community Center Rentals have increased approximately \$5 per hour.
2. Athletic Facility Fee Rentals have increased approximately \$2 per hour.
3. Tournament Fee Rentals have increased \$2 per hour.
4. Aquatic Center Private Party Fees have increased approximately \$40 per hour to accommodate for additional lifeguards.

Changes are also proposed to the general use policies for park facilities.

Staff recommends approval.

RESOLUTION 20-03

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; UPDATING, AMENDING AND ESTABLISHING USER FEES FOR CITY RECREATIONAL FACILITIES; REPEALING ALL POLICIES OR RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, that from and after the effective date of this Resolution, that the updated User Fees attached and incorporated herein as Exhibit A to this Resolution are hereby adopted. All policies or resolution or parts of resolutions or policies in conflict herewith are repealed to the extent of such conflict.

This Resolution shall take effect on January 1, 2020.

PASSED, APPROVED and ADOPTED in regular session this ___ day of _____, 2019.

CITY OF PANAMA CITY BEACH

MIKE THOMAS, MAYOR

ATTEST:

MARY JAN BOSSERT, CITY CLERK

Exhibit A

User Fees January 1, 2020

City of Panama City Beach Parks & Recreation Dept.

General Rental Information Recommended Oct 24, 2019

The City of Panama City Beach values all profit and non-profit organizations that want to use City Facilities. User fees have been established in different tiers for events/activities based on impact to each site and the estimated amount of time staff will spend before, during and after each event. User fees cannot be discounted or waived without City Manager and City Council approval.

Rental Dates

Facility Rentals may be booked up to (1) one year in advance. All recognized City Holidays will change rental rate for requested dates. **Rates will be doubled for events on City Holidays.** Holiday rates apply to Veteran's Day, Day after Thanksgiving, Christmas Eve, New Year's Eve, New Year's Day, President's Day, Memorial Day, Easter Sunday, 4th of July, and Labor Day. No **facilities may be reserved for** ~~Reservations will be taken on~~ Thanksgiving Day and Christmas Day. No Reservations will be taken for **Aaron Bessant Park Special Events** during the following Blackout Event Dates: ~~(Exception: Sporting Events, Aquatics Center & Lyndell Conference Center)~~ BLACKOUT DATES - March 1- April 15, Memorial Day Weekend & June 10- August 10.

Priority Dates

Reservations shall be made on a first come, first served basis. Annual local returning events in good standing with the City will receive first priority on rental/lease dates. Any tourism-based tournaments/events will have first priority through the PCBCVB.

Private Rentals

Private rentals are defined as birthday parties, family reunions, weddings, etc. Some activities may change your status from Private Rental to Community/Special Event. Please consult the Facilities and Special Events Coordinator before adding an activity that may change your status (i.e. amusements, parades).

Schools

Any school activity/event that takes place in/on P.C.B. Parks/Facilities must have a contract with the Parks & Recreation Department and **provide proof of** ~~insurance naming the City of Panama City Beach as additional insured to cover participants on the approved dates. Please see insurance requirements.~~

Refunds, Late Fees, Late Pick Up Fee & Date Changes

All Refunds, Changes to Dates & Facility Changes to Reservations will be charged a \$25 Administrative Fee. Registering after Advertised Deadlines for all programs will require a \$10 Late Fee. Director must approve. Summer Camps and Recreation/Sport Activity Changes require a \$5 fee for each change. For all Recreation Programs there will be a \$1 per minute Late Fee established for picking up participants late.

Contracts

An Event Request Form must be completed first for approval. If event is approved ~~by the City Manager or staff depending on the event~~, a contract will be provided to the event holder and must be completed and submitted back to the P.C.B. Parks & Recreation Department no later than 21 days after receiving the contract. Submitted contracts are not considered confirmed until all contract information, signatures and deposits are provided. A \$35 Administration Fee is required for each contract. Exception: Picnic Pavilion, Building & Daily Field Reservations must sign contract and pay rental and deposit (if required) at time of the rental. Note: All contracts must be processed through the P.C.B. Parks & Recreation Department. Any contracts not processed through the P.C.B. Parks & Recreation Department will be deemed invalid and will not be honored. You must return your completed contract(s) to the Facilities & Special Events Coordinator at:
Frank Brown Park
Attention: Facilities & Special Events Coordinator
16200 Panama City Beach Pkwy
Panama City Beach, FL 32413

Set-up/ Take-down Date(s)

Set-up and take-down should be done during the term of the lease. If there are any unscheduled set-up or clean-up date(s) the Events Rights Holder will be charged a per day rental fee. Please see user fee sheet.

Event Director

Event Director/ designee must be on site during set-up, event, and take-down of event/activity. Event Director/ designee must be available to Parks & Recreation staff as well as the public for information.

On-site Equipment, Storage & Deliveries

Any and all deliveries made to Park property should be made to event site. Our department is not able to store equipment or supplies prior to and after each event. If for any reason items are left on site, the Event Rights Holder will be charged a per day rental fee. Please see user fee sheet. Rooms are available for rent to store equipment if needed. You must pre-arrange this with Facilities & Special Events Coordinator and provide your own staffing for the moving of equipment that is shipped.

Scoreboards/ Timing Equipment

Scoreboard use is included in the lease for the Baseball/Softball tournaments. Scoreboards and timing equipment must be operated by a responsible adult. Any damage to equipment will be the sole responsibility of the Event Director. The use of the timing equipment for the Pool is managed by PCST Club Swim Team.

Neighborhood Parks (Maggi Still Park, Scott's Field & Popeye Park)

Neighborhood These parks are not leased or reserved for any events. These parks are open to the public for daily use.

Rules

All participants must abide by park and facility rules; respect the facility, staff and park patrons. Any and all damages to property will be the responsibility of the Lessee. Should problems arise with any group, the City of P.C.B. Parks & Recreation Department reserves the right to refuse service.

Reservation Fees- Club Sport Rentals

Reservation Fees must be paid at time of reservation; fields will not be scheduled until payment is received. If reservation is cancelled for any reason the Reservation Fee will be forfeited. A minimum of three (3) Full Business Days is required to reschedule a practice. A \$5 Rebooking Fee will be applied to the rescheduled date. If a request to cancel or reschedule is made within the minimum three (3) Business Days an Administrative Fee of \$25 will be applied. Should it be brought to our attention that a game/practice was canceled without notifying us, a No-Show Fee of \$25 (covering staff time, chalk/materials, lights, etc.) will be applied per occurrence to the next agreement; Club will not be in good standing with City until fee is paid.

Reservation Fees- Tournaments

Reservation Fees must be paid at the time of reservation. For months October-April, if the tournament director cancels 7 days prior to tournament, the reservation fee will be refunded to the tournament director. If the tournament director cancels 6 days or less prior to the tournament, reservation fee will be forfeited.

For months May-September, if reservation is cancelled for any reason the Reservation Fee will be forfeited. Some rentals require upfront payments for the entire rental at the time of booking to secure the dates.

~~Reservation Fees- Facility Rentals~~

~~Reservation Fees must be paid at the time of reservation. If reservation is cancelled for any reason the Reservation Fee will be forfeited. Some facility/event rentals require upfront payments for the entire rental at the time of booking to secure the dates.~~

~~Reservation Security Deposits— Special Events~~

~~Reservation Security Deposits must be paid at the time of reservation. If reservation is cancelled for any reason the Reservation Security Deposit Fee will be forfeited. Some Reservation Security Deposits will be applied to the fees of the event. Please check User Fee descriptions.~~

Damage and After-Hours Deposit-Building Rentals

A \$300 Cash Deposit will be provided to the Parks & Recreation Office a minimum of 14 days in advance. The Cash Deposit less damages/after hour fees will be given back to customer on 3rd business day after event. Out of Town deposits by check need to be processed by check or credit card a minimum of 21 days prior to event.

Fees

All building rental fees (cash or credit card) must be paid a minimum of 14 business days in advance. To pay with check, payments must be made a minimum of 21 days prior to rental. In the event that fees are not paid in full by the deadline, the reservation will be cancelled and the deposit will be forfeited. All ~~Special Events and Tournaments~~ require a nonrefundable Reservation Fee. Final Fees from these events must be received no later than the deadline term of 30 days from the last day of the event. If fees have not been paid by the end of the 30 days, the Event Rights Holder will no longer be considered in good standing with the City. The City may then void or require upfront total payment or double deposit of any future contracts. For the Event Rights Holder to be back in good standing with the City, the Event Rights Holder must prove 2 successful seasons of outstanding payments on time.

Concessions (Food & Beverage)

- Concessions for all Sporting Events at Frank Brown Park to be provided by the City contracted concessionaire.
- Concessions for Special Events located at Aaron Bessant Park and Frank Brown Park Festival Site may be provided by Event Rights Holder. All concessionaires must have all the appropriate licenses/permits and pass inspection through the Health Department. Note: Any food being served with a shell needs to be pre-approved and additional clean up to be provided by concessionaire. (Example: peel and eat shrimp, peanuts).

Tents

Any tents placed on Park property must have prior approval from Park staff. Any tent larger than 10' x 10' will need a permit and fee through the PCB Planning/Building Department as well as inspection by the PCB Fire Department. Utility locates must be coordinated through the Parks & Recreation Department for tents that have stakes longer than 6 inches.

Inclement Weather

The Panama City Beach Parks & Recreation Department will work very close with the Event Director. In the case of inclement weather, the final decision of cancelling an event will be the Event Director's decision--- unless otherwise deemed unsafe by the City Manager, Parks & Recreation Director or designee. Note: Due to uncontrollable weather situations, The City of Panama City Beach Parks and Recreation Department will work with the Event Director based on staff costs, hourly rates and security deposits. For Tournaments, If All Games are cancelled the day before by 6pm, there will be no fees charged for that day. If Games are cancelled by 11am the day of due to bad weather, Tournament Director will be charged 6 hours for that day.

Community Activities/Events

To be considered a Community Activity/Event an organization must meet all of the following criteria.

1. Must be a non-profit and tax-exempt organization.
2. Event is not a gated and/or ticketed event.
3. Event is open to the public.
4. Alcohol is not involved.
5. There will be no items for sale.

Special/Commercial Events

An event is considered a ~~Special~~ or Commercial Event if any of the following is part of the event:

1. Hosting organization does not hold tax exempt and non-profit status.
2. The event is gated/ ticketed.
3. The event is providing Alcohol.
4. Vendors offering sales.

Security

Security may be required for any event on City property. This is the sole discretion of the City of Panama City Beach. Security personnel must be licensed and insured.

Schedules, Field Set-up & Per Day Usage Fees

All Tournament and Swim Meet Directors must have final schedules to the Athletic or Aquatics Department a minimum of 3 business days in advance. Tournament Directors must provide (in writing) the set-up request a minimum of 3 business days in advance and 5 business days for any type of rectangular fields. Daily Field Maintenance and Field Prep Costs for Baseball and Softball Games is included in the costs. Field Prep Cost/Set Up per field/Pool is required before each tournament, swim meet or event. When reserving fields, Tournament Director must reserve each site and pay for a minimum of 12 hours for June, July and 1st week of August and a minimum of 4 hours per site for all other days. Field Sites: North Complex 5 fields, South Complex 4 fields, Soccer Fields 3, Festival Site Fields 2 or 3 and Aaron Bessant Fields 2 or 3. Staff will have fields prepared for first game of the day (by 8 am). For all activities at Frank Brown Park, the Parks hours are from 7am to 11pm. However, for games running behind, event holders need to understand that lights for all fields will be turned off and closed at 1am. Aaron Bessant Park Sports Events park hours will be from 7am to Sundown.

Vendors

All vendors must be approved by Event Director and be in good standing with the City. Vendors must set-up in pre-approved locations, have a vendor permit, and pay 1% sales tax to the City of Panama City Beach. Permits for Special Events to be obtained through the PCB Building/Planning Dept. Tournament Vendors: \$30 fee per day or \$75 Max fee for three or more days. (This is based on a per day set-up fee for the vendor). There are no discounts, waiving of fees, ~~refunds~~, or rain checks. All fees will be billed to Tournament Director. Food and beverage may only be provided by the P.C.B. Parks & Recreation Department concessionaire. Permits for Athletic Events can be obtained through the Facilities & Special Events Coordinator at the Parks and Recreation Dept.

Alcohol

Alcohol is prohibited in Panama City Beach Parks & Facilities with the following exceptions: Lessee may request approval for alcohol by completing an Alcohol Addendum, paying a \$25 Administrative Processing Fee and receiving City Manager approval for the following facilities: Frank Brown Park Festival Site,

Athletic Fields, Aaron Bessant Park, Frank Brown Park Community Center & Lyndell Conference Center. If City Manager approval is granted, leasee must secure a temporary alcohol permit or work through an approved licensed caterer/vendor as well as provide insurance for the event/activity. *Insurance Requirement for Alcohol: Caterer must carry a minimum of \$1,000,000 Liability and \$3,000,000 Aggregate and must include alcohol liability on the insurance certificate naming the City of Panama City Beach as additional insured.

Event Information

Each event/activity must furnish the Parks & Recreation Department with a flyer/poster, event schedule, public information number and website information.

Insurance

Insurance is required for all activities/events. A minimum of \$1,000,000 Liability and \$3,000,000 Aggregate is required for any and all Sporting and Commercial/Ticketed Events. A minimum of \$1,000,000 Liability and \$2,000,000 Aggregate is required for any and all Community Activities and for Vendors. The Certificate of insurance must list the City of Panama City Beach as additional insured and list the event site by name and address. Insurance Certificate must be specific/detailed and must be provided to the P.C.B. Parks & Recreation Department a minimum of 14 business days before lessee takes possession of the site/facility. Insurance policies must cover the entire term of lease (including set-up and take-down dates). Exceptions can be made by approval from City Manager. All Insurance Policies will be reviewed by City Staff and approved or denied. If denied it will be the event holders responsibility to provide the proper insurance or event will be cancelled.

Penalty Fees for Special Events & Sporting Events

Late Contract - Less than (14) days prior to event	\$100 per agreement in addition to rental fee
Unauthorized Club Rental/No Show & Rebooking Fee	\$25 each incident

****PCB Special Event Fees****

**These fees are paid through the PCB Building/Planning Department as part of the Special Event process. **
Please visit www.PCBGOV.com for details

Pavilion & Trail Rental Fees

Description	Fee
Pavilion Rental: Fees to be paid up front at time of rental plus 6.7% tax	
Non-Refundable Holiday Rate —Add \$20 to each reservation	
Playground Pavilion - Half Day - Frank Brown Park (10-2 p.m. / 3-7 p.m.)	\$60
Playground Pavilion - Full Day - Frank Brown Park (10- 7 p.m.)	\$110
Lakeside Pavilion - Half Day - Frank Brown Park (10-2 p.m. / 3-7 p.m.)	\$60
Lakeside Pavilion - Full Day - Frank Brown Park (10- 7 p.m.)	\$110
Conservation Park — Half Day — Pavilion/Classroom (Sun Up to Noon or Noon to Sun Down)	\$60
Conservation Park — Full Day — Pavilion/Classroom (Sun Up to Sun Down)	\$110
School Discount (Must provide Tax Exempt Form) – Deduct \$30 from Rental	-\$30
Trails – (Trails Open at Sun Up and Close at Sun Down) (Fees to be paid up front at time of reservation)	
Gayle's Trails - Includes Staff 5k Race Prep (For 10k+ add \$30)	\$150
Conservation Park Trails—Includes Staff 5k Race Prep (For 10k+ add \$30)	\$200
Race Package-Signs, Cones, Water Jugs, Table, 2 Chairs, Trash Cans	\$300
\$300 Trash clean up fee—After Event	\$100
Damage Assessment – After Event	\$300 or portion thereof
<u>Conservation Park- Fee to be paid to Utilities Division</u>	
<u>Pavilion & Classroom – Full Day</u>	<u>\$200</u>
<u>5K Race Event</u>	<u>\$200</u>
<u>10K Race Event</u>	<u>\$250</u>
<u>Damage Assessment – After Event</u>	<u>\$300 or portion thereof</u>
<u>Holiday Event Days Rates Double – See Page 1 for details.</u>	

Lyndell Conference Center *Note: Lessee does not have sole use of facility (including kitchen) unless entire facility is leased.*

6.7% Tax is not included in rental rates.

Parks & Recreation Department may lease any unrented space to another user/group.

Description - Events will be staffed with one City employee. (Costs include Kitchen)	Fee
Meeting Room: (Reservation Fee goes towards holding Date/Set-up/Clean-up/Staff) It is Required on Fri, Sat & Sun to use the Meeting Room you must reserve the Ballroom.	
Meeting Room - Fees to be paid upfront (Mon-Thur after 4pm only) (Holiday add \$20/hr)	\$4540/hr
Reservation Fee - Fees to be paid upfront at time of rental. Waived for City Employees	\$50
Tax Exempt Groups - Hourly (Tax-Exempt Groups with Certificate on file) (Holiday add \$20/hr)	\$3025/hr
Ballroom: (Reservation Fee goes towards holding Date/Set-up/Clean-up/Staff) (3 hour min)	
Ballroom - Hourly Fees to be paid 5 days prior of rental (Holiday add \$20/hr)	\$7570/hr
Reservation Fee - Fees to be paid upfront at time of rental. Waived for City Employees	\$200
Tax Exempt Groups - Hourly (Tax-Exempt Groups with certificate on file) (Holiday add \$20/hr)	\$5550/hr
Day Before Set Up - 12-4pm Block: \$100 or 4-8pm Block: \$250 (Additional add \$60/hr)	\$100/\$250
Day After Break Down - Renter Break Down if facility available (Holiday add \$20/hr)	\$30/hr
Ballroom & Meeting Room: (Reservation Fee goes towards holding Date/Set-up/Clean-up/Staff) (3 hour min)	
Ballroom & Meeting Room - Hourly Fees to be paid 5 days prior to rental (Holiday add \$20/hr)	\$10090/hr
Reservation Fee - Fees to be paid upfront at time of rental. Waived for City Employees	\$250
Tax Exempt Groups - Hourly (Tax-Exempt Groups with Certificate on file) (Holiday add \$20/hr)	\$7060/hr
Day Before Set Up - 12-4pm Block: \$100 or 4-8pm Block: \$250 (Additional add \$60/hr)	\$100/\$250
Day After Break Down - Renter Break Down if facility available (Holiday add \$20/hr)	\$3530/hr
Lyndell Conference Center Other Fees:	
Alcohol Addendum (<i>In reference to page 5</i>)	\$25
Senior Center/P&R Co-op - Not to exceed 8hrs/day (After 8 hours add \$20/hr)	\$130120

Community Center- Frank Brown Park 6.7% Tax is not included in rental rates

Description - Events will be staffed with one City employee. (Costs include Kitchen)	Fee
Classroom: (Reservation Fee goes towards holding Date/Set-up/Clean-up/Staff)	
Classroom - Hourly - Fees to be paid upfront (Holiday add \$20/hr)	\$4540/hr
Reservation Fee - Fees to be paid upfront at time of rental. Waived for City Employees	\$50
Tax Exempt Groups - Hourly (Tax-Exempt Groups with Certificate on file) (Holiday add \$20/hr)	\$3025/hr
Gymnasium: (Reservation Fee goes towards holding Date/Set-up/Clean-up/Staff) (3 hour min)	
Gymnasium - Hourly - Fees to be paid 5 days prior of rental (Holiday add \$20 hr to Rate)	\$7570/hr
Reservation Fee - Fees to be paid upfront at time of rental. Waived for City Employees	\$200
Tax Exempt Groups - Hourly (Tax-Exempt Groups with Certificate on file) (Holiday add \$20/hr)	\$5550/hr
Package: (Reservation Fee goes towards holding Date/Set-up/Clean-up/Staff) (3 hour min)	
Gymnasium & Classroom - Hourly - Fees to be paid 5 days prior of rental (Holiday add \$20 hr to Rate)	\$10090/hr
Reservation Fee - Fees to be paid upfront at time of rental. Waived for City Employees	\$250
Tax Exempt Groups - Hourly (Tax-Exempt Groups with Certificate on file) (Holiday add \$20/hr)	\$7060/hr
Miscellaneous Fees: For both the Lyndell Conference Center & Community Center	
Sound System or Portable Score Clock - Daily	\$50
After Hours Fee - If staff is forced to stay longer than event is scheduled - Per ½ hr Plus Tax	\$100/half hr
Table Cloth Rental – 40 white round & 40 white rectangular available	\$10 Each
Table Skirt Rental – 15 white 14-foot skirts available	\$30 Each
Damage Deposit – All Rentals must provide Cash Deposit 14 days prior to event - Damage/After hours	\$300200

Event Site Rental Fees

Description - (Security Deposits to be paid at time of the rental).	Fee
6.7% Tax is not included in rental rates. (Reservation Fee Paid at time of rental)	
Festival Site- Frank Brown Park: (Additional Charges may apply)	
Event Rent - Per Day (Does not include Staff for Restrooms)	\$2,500
Event Rent - Non-Profit/Tax Exempt - Per Day (Does not include Staff for Restrooms)	\$500
Set-up/Break-down - Per Day Rent (Fees to be paid 14 days prior to rental)	\$500
Restroom Staff for Events - Over 500 Participants 2 staff/ Over 4000 3 staff	\$20/hr/staff
Unscheduled Set-up/Break-down - Per day Rent (Plus staffing costs)	\$750
Reservation Deposit - 1,000 people or less (Deposit applied to the rental)	\$500
Reservation Deposit - 1,000 people or more (Deposit applied to the rental)	\$1,000
Aaron Bessant Park Amphitheater: (Reservation Fee Paid time of rental)	
Event Rent - Per Day (Does not include Staff for Restrooms)	\$5,000
Event Rent - Per Day - Non-Profit/Tax Exempt (Does not include Staff for Restrooms)	\$500
Set-up/Break-down - Per Day Rent	\$500
Staffing for Restrooms - Cleaning Restrooms. After 8 10 hours + \$40/hr	\$1,000/day
Unscheduled Set-up/Break-down - Per day Rent (Plus staffing costs)	\$750
Reservation Deposit - 1,000 people or less (Deposit applied to the rental)	\$500
Reservation Deposit - 1,000 people or more (Deposit applied to the rental)	\$1,000
Office – Per Day Fee (For Event Holders only)	\$100
Miscellaneous Fees: Restroom Supplies are Included	
Facility Fee - Aaron Bessant Park - Less than \$50 ticket price	\$1/Ticket
Facility Fee - Aaron Bessant Park - \$50 or more ticket price	\$2/Ticket
Additional Maintenance - Hourly Per Staff (May require 2 staff)	\$20
Trash Disposal/Dumpster Fee - per dump (if we provide disposal)	\$350
Grounds Sweeper w/ Operator (Costs vary depending on event)	Starts at \$50/hr
Table Rental	\$4
Chair Rental	\$1
Bleacher Rental – Per Day – Frank Brown Park Only - No Off Site Available	\$50
Clay Parking Lot – Parking per day with insurance	\$100
Clay Parking Lot – For Events/Activities – Per Day	\$500

Athletic Facility Rental Fees

Description - Frank Brown Park Opens at 7am & Closes at 11pm	Fee
Softball/Baseball/Soccer/Multi-Purpose Fields:	
For games going after park hours, fields/lights will shut down at 1am, No Exceptions!	Fees do not include
There are No Overtime Fees for Tournament Rates.	6.7% 7% Tax
All hourly per field rates include Field Maintenance after each game if needed.	<u>\$1715/hr</u>
Hourly Rental - (Holiday = rates double) Does not include Lights (No Insurance)	<u>\$1715/hr</u>
Field Prep - Per Game Per Field	
Field Prep - Per Field (Baseball/Softball)	\$50
Field Prep - Per Field Goals, Equipment/Set-up (Soccer/ Lacrosse/ Football)	\$150

Field Prep - 3V3 Fields Per Field; Goals, Equipment/Set-up -(Soccer/ Lacrosse) \$50

Tournament Rates - (Must Rent all fields at chosen site)
(June, July & 1st week of August - 12 hr minimum per field per site)
(4 hr minimum for all other Tournaments per field per site)
(North Complex 5 Fields), (South Complex 4 Fields), (Soccer 3 Fields)
(Festival 3 Fields) & (Aaron Bessant Park 2/3 Fields). Includes all field set up, lights, field maintenance, trash, restroom janitorial cleanup, Umpire Blue Lounge & UIC Office. **Holiday Rates Double**
No Refunds—No Exceptions
Bad Weather Cancellations – If Games are cancelled the day before by 6pm, there will be No charge for that day. If Games are cancelled by 11am the day of due to bad weather, Tournament Director will be charged 6 hours for that day.

Tournament Hourly Rate – (Per Field 12 hr min) (Includes Field Prep/Staff) **\$1513/hr**

Based on 4 & 12 hours per day: After 4 & 12 hr min, rates are per field per hr.

North Complex (5) fields x \$15 = \$75 x 4hrs = \$300 x 6 days = \$1,800 & 12hrs = \$5,400

South Complex (4) fields x \$15 = \$60 x 4hrs = \$240 x 6 days = \$1,440 & 12hrs = \$4,320

Both Complexes (9) fields x \$15 = \$135 x 4hrs = \$540 x 6 days = \$3,240 & 2hrs = \$9,720

Festival/Soccer Fields (3) fields x \$15 = \$45 x 4hrs = \$180 x 2 days = \$360 & 12hrs = \$1,080

Aaron Bessant/Festival/Soccer (2) x \$15 = \$30 x 4hrs = \$120 x 2 days = \$240 & 12hrs = \$780

Reservation Security Deposit – Deposit is due at time of rental & will go towards final costs of tournament. **Min of \$30/day/field to hold fields** **\$4025/day/field**

Tennis, Pickleball & Outside Basketball Courts - Practice, Games Tournaments
All Day (7am-11pm) Includes lights on Basketball & Tennis Courts

Tennis, Basketball & Pickleball Courts - First Come First Serve Free

Tennis, Basketball & Pickleball - Reserved Per Court Per Hour \$10

Tennis Courts (4), Basketball Courts (2), Pickleball Courts (2) – per facility/location \$200

Club Sports, Schools, Fitness Clubs, For Profit – Must Provide Insurance
(Fees to be paid up front at time of rental) (A \$25 No Show Fee/Rebooking & Unauthorized Rental Fee will be applied on top of Rental Fees) **\$25**

Daily Rental – Does not Include field prep or Lights **\$1513/hr**

Long Term Youth Sports Club Rental Fee -
(Not Available for Profit Groups, Private Lessons/Clinics/Camps & Adult Sports)
Must pay for a minimum of 20 hrs up front at \$9 per hour per practice **(Includes Lights)**. **(Must provide Insurance)** (Does not include field prep)

Reservations must be made in advance and include all dates for season/session
Not available for the months of June, July and first two weeks of August. **\$97/hr**

Field Prep – Moving of Bases \$30

Field Prep – Moving of Pitching Mound \$20

Field Prep – Chalking of Field \$20

Beach Volleyball Courts - Costs are for 4 courts per hour (No Prep) **\$9/hr**

Miscellaneous Fees

Lights per field per hour - This includes Batting Cages when fields not being used \$20/field/hr

Quick Dry - For Frank Brown Park Only. Includes labor \$13/bag

Vendor Fee – Per Vendor paid by Tournament Director. **\$75 Max per Vendor** \$30 day/**\$75 3 + days**

Damage or loss of Scoreboard Handheld and Console Controllers **\$300 & Up**

Pier & Beach Rental Fees

7% Tax is included in all Pier rates

Daily Admission (Age 6 and Under is Free)

Spectator	\$3
Fishing	\$7
Disabled, Active Military & Senior Rate (Includes Fishing)	\$3
Additional Rod (After 5 Poles)	\$2

Passes (All Passes to be purchased at Parks and Recreation Dept)

20 Visit Spectator Only Pass	\$40
20 Visit Fishing Pass	\$80
3 Month Spectator Pass	\$40
3 Month Fishing Pass	\$80
Annual Spectator Pass	\$90
Annual Fishing Pass	\$120
Disabled, Active/Retired Military & Senior Pass	50% Discount

Beach Volleyball - Fees paid up front plus 6.7% tax.

Court #1 on Dog Beach is a public court only. Not available for rental	No Daily Rentals. Club or Tournament Rates only.
Courts - First Come First Serve Basis	Free
Daily Club/Private Rental - (Must provide Insurance)	Follow Club Sport Fees
Daily Tournament Rental - All 10 Courts (Must Provide Insurance)	\$100
Daily Tournament Rental - 6 or less Courts (Must Provide Insurance)	\$75
Court Prep (Lines & Net)	\$35/court

Aquatic Center Fees

7% Tax is included in all pool rates except Rentals

Daily Admission (Children under 1 year old are free)

Open Swim Sessions (All Ages)	\$5
Lap Swim & Modified Open Swim (All Ages) (Discounts apply below)	\$8
Kids (Ages 1-14)	<u>\$5</u>
Active/Retired Military	\$5
Senior (65+)	\$5
Toddler Play Time - Kiddie Pool (Designated swim days/times) Per Person	\$3
Water Exercise	\$53
Large Groups - 20 or more (Churches/Schools/Civic Groups/Teams - Contract/Reservations Required)	\$4
Non-Swimmer Gate Fee (with paid admission of others)	\$2
Guest Shower Use	\$5

Passes:

20 Visit (Transferable - each person 1 visit)	\$80
10 Visit Pass (Transferable - each person 1 visit)	\$40
<u>10 Visit Water Exercise Punch Card</u>	<u>\$30</u>
Individual Annual	\$275
Individual Annual (Active/Retired Military & Senior 65+)	\$200
Family Annual (5 Person Max- Must be in same household)	\$400

Family Annual (Additional Member)	\$70
Summer Individual Pass - (Jun-Sept Open Swim/Toddler/Kiddie Pool, H2O Exercise)	\$90
Summer Family Pass - (5 max) (May-Sep Open Swim/Toddler/Kiddie Pool, H2O Exercise)	\$250
Mid-Summer Individual Pass - (Aug-Sept Open Swim/Toddler/Kiddie Pool H2O Exercise)	\$45
Mid-Summer Family Pass - (5 max) (Aug-Sep Open Swim/Toddler/Kiddie, H2O Exercise)	\$125
Classroom Rentals: Must Add Tax	
Classroom - Hourly Plus Tax	\$40/hr
Classroom – Daily Plus Tax	\$150/day
Miscellaneous Fees:	
Scuba Diving – Per Diver (Contract- Certified Instructor 11am-4pm)	\$16

Pool Party Rental Fees

Tax must be added to all Rentals	
Description	Fee
Kiddie Pool Hourly - Includes 4 Guards, Big Slide & Clean Up	\$200 160/hr
<u>Kiddie Pool Hourly- Includes 5 Guards, Big Slide & Clean Up</u>	<u>\$250/hr</u>
Big Pool Hourly - Includes 4 guards, Diving Boards, Obstacle & Clean Up	\$300 260/hr
<u>Big Pool Hourly - Includes 5 guards, Diving Boards, Obstacle & Clean Up</u>	<u>\$350/hr</u>
Both Pools Hourly - Includes 8 Guards and all above	\$800 420/hr
Entire Facility Rental All Day - 8 hrs Includes 7 Lifeguards	\$4,500
Extra Lifeguards - Hourly	\$25 20/hr
<u>Half Day Pavilion Only Rental – Does not include admission</u>	<u>\$75</u>
<u>Full Day Pavilion Only Rental – Does not include admission</u>	<u>\$150</u>
Full Day Birthday Party - Includes up to 23 Guest Admissions & Pavilion	\$225
Half Day Birthday Party - Includes up to 23 Guest Admissions & Pavilion	\$150

Pool Party Packages – Due to unforeseen staffing issues, the Aquatics Center reserves the right to cancel a party with full refund.

Pavilion Rentals & Birthday Parties

Pavilions are free to use on a first come first serve basis or may be reserved for a full or half day. Birthday party packages include pavilion rental and admission to the Aquatic Center for up to 23 guests. If less than 23 are used for the party, the extra admissions can be used at a later date. Coolers and outside food and beverages are allowed when a pavilion is rented. Food and beverage tokens are also available for purchase.

Full Day: 11am - 4pm

Half Day (Guests can use the pool for the full day): 11:15am - 1:30pm or 1:45pm - 4pm

Private Parties

Private Parties are **Not** completely Private unless you reserve both pools. If you only reserve one pool, you may be sharing the facility with another party.

Available Saturdays & Sundays 5pm - 9pm. One (1) hour minimum. Allowed to come in 15 minutes early to set up. ~~Additional Guard Fee of \$20/hr for groups over 100 people and \$40/hr for groups over 200.~~

End of the School Year Parties

Nov 1st you may request a date. A **\$100** non-refundable deposit due by Feb 1 or dates open back up. Final payment due by April 15th. School Parties are Not Private Parties unless you reserve both pools. If you reserve

only one pool, you may be sharing the facility with another school. 7 lanes in Big Pool are designated to Lap Swimmers. *Please call 236.2205 for pricing.*

Swim Meets, Swim Teams, Training & Conferences

Tax is included in all pool rates except rentals Tax must be added to all Rentals

Each event will be required to name the City as additional insured in the amount of 1 million/3 million

Swim Meets – Half Day Meets are no more than 5 hours

Full Day Meets are 5 to 15 hours per day

Additional Rates apply over 15 hours even at the max rate

Swim Meet - (Short Course up to 20 Lanes)- Half Day 3-9 pm (Max \$1,200)	\$10/lane/hr
Swim Meet - (Short Course up to 20 Lanes) - Full Day 6:30am-9:30pm (Max \$3,000)	\$10/lane/hr
Swim Meet - (Long Course - Closed to Public)-1/2 Day-3-9pm Priced at 8 lanes (Max \$1,200)	\$25/lane/hr
Swim Meet - (Long Course - Closed to Public)-Full Day-6am-9pm Priced at 8 lanes (Max \$3,000)	\$25/lane/hr
	\$200 up front + \$100
Large Swim Meet Setup/Take Down - Extreme Set Up: Barricades, Bleachers, etc.	per day \$300
	\$100 up front + \$50
Small Swim Meet Setup/Take Down - Basic Set Up: Lanes, Tables & Chairs	per day \$100
Per Swimmer Fee - All Swim Meets (in addition to rent)	\$5
Swim Meet Hospitality Room - (Includes Setup and Take Down)	\$150
Swim Meet Rain Policy – No Lane Rental, Only Paying for Facility until Rain Stops	\$50/hr
Staff Rate - Hourly rate before Gates Open and after Gates Closed for Swim Meets	\$50/hr
Swim Practice - Long Course Rate = double – Subject to availability	
School Swim Practice - Per day max 6 lanes (Same as PCST Swim Club Rates)	\$5- \$8 /lane/hr
PCST Swim Club - (Oct 2019-2021 \$5) (2021-2022 \$5.75) (2022-2023 \$6.50) (2023-2024 \$7.25) (2024-2025 \$8)	\$5- \$8 /lane/hr
PCST Swim Club Long Course Practice – Fee doubles per approved fee schedule	\$10-\$16 /lane/hr
Local Club Swim Team Practice – Subject to availability (Long Course: fee doubles)	\$9 /lane/hr
Visiting Team - \$10 Per swimmer 2 practices per day	\$10/day + \$5/lane/hr
Visiting Team - \$6 Per Swimmer 1 practice per day	\$6/day + \$5/lane/hr
Visiting Team Private Rental - Includes 2 guards (Not Included-\$6, \$10 or \$16 per swimmer fee)	\$100 80/hr
Holiday Visiting Rate (Min 2hrs – Same info as above – Short Course Only) (City Observed Holidays)	\$150/hr
Winter Month Private Rental Additional – Add an additional \$40 for Pool Set up/Covers	\$40 each time
Visiting Team: Facility Set Up Fee - Water Polo/Swim/Scuba/etc. (subject to availability)	\$60/day
Scuba - Reservation & Contract Required	\$16/diver + \$5/lane
Training & Conferences – Subject to availability – Holidays Rates Double	
Conference/Training – Pool Only Short Course - During normal scheduled pool hours	\$10/lane/hr
Classroom Rental – Subject to availability	\$40/hr
Conference/Training Private Rental – Includes 2 Guards, Classroom & Big Pool	\$300/hr

Swim Meets, Swim Clubs, Schools, Dive Schools, etc. – Contract Information

Must have a finalized contract processed through the Aquatic Center staff and insurance naming the City of Panama City Beach as additional insured. Please see Insurance Requirements.

We also manage a concession stand at the Aquatics Center. For meals to be catered for officials, teams and coaches, please contact the Aquatics Center Staff at 236-2205.

Updated October 9, 2019

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Holly White, Finance

2. MEETING DATE:

October 24, 2019

3. REQUESTED MOTION/ACTION:

Staff recommends Council approval of the attached budget amendment #3. The purpose of this budget amendment is to re-appropriate various line item expenditures in the FY 2020 budget.

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 number of expenditures which were originally appropriated in the FY 2019 budget need to be re-appropriated in FY 2020. This is a normal occurrence each year as a result of the timing of expenditures at year end particularly with regard to construction projects which are more difficult to predict. Generally these items were originally included in the FY 2019 budget but for various reasons were unspent prior to September 30, 2019. As such, the cash carry forward in each of the respective funds to FY 2020 is higher than anticipated since the FY 2019 planned expenditures did not occur by fiscal year end. The net effect on each respective budget at the end of FY 2020 is zero - this is a timing issue only. STAFF RECOMMENDS approval to re-appropriate various expenditures to FY 2020 as enumerated in the attached budget amendment #3.

RESOLUTION 20-13

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
AUTHORIZING A BUDGET AMENDMENT TO RE-APPROPRIATE
EXPENDITURES IN FY 2020 FOR ITEMS ORIGINALLY INCLUDED IN
THE FY 2019 BUDGET.**

WHEREAS, several expenditures were budgeted in FY 2019 for which the timing of completion or submittal of final invoices will or has occurred in FY 2020; and

WHEREAS, a budget amendment is necessary to shift the expenditures from FY 2019 to FY 2020, and to update the cash-carry forward amount which has now increased as a result of the un-expended funds from FY 2019.

BE IT RESOLVED by the City of Panama City Beach, Florida that the following budget amendment (# 3) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, as shown in and in accordance with the attached and incorporated Exhibit A, to re-appropriate various expenditures to FY 2020 and to adjust cash carry forward.

THIS RESOLUTION shall be effective 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 _____ October, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-13

AGENDA ITEM # 5

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 3

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.31-60	Professional Services Other	21,000.00	397,600.00	418,600.00
TO	001-1300-513.65-90	Construction-in-Progress City Hall	800,000.00	385,000.00	1,185,000.00
TO	001-2101-521.60-10	Capital Outlay < \$5,000	77,000.00	6,500.00	83,500.00
TO	001-2101-521.64-20	Machinery and Equipment	585,000.00	109,100.00	694,100.00
TO	001-2200-522.85-90	Construction-in-Progress Fire Station	3,150,000.00	350,000.00	3,500,000.00
TO	001-4100-541.46-70	Repairs and Maintenance Street Resurfacing	1,000,000.00	337,150.00	1,337,150.00
TO	001-4100-541.65-85	Construction-in-Progress Bay Parkway	12,500,000.00	332,000.00	12,832,000.00
TO	001-0000-389.90-10	Cash CF Unrestricted	(22,783,325.00)	(1,873,350.00)	(24,656,675.00)
TO	001-0000-389.90-70	Cash CF Restricted	(5,481,805.00)	(44,000.00)	(5,525,805.00)
CRA					
TO	160-0000-338.10-00	Reimbursement from CRA Trust Fund	(11,201,078.00)	(2,677,400.00)	(13,878,478.00)
TO	160-5901-559.61-10	Land	3,000,000.00	2,200,000.00	5,200,000.00
TO	160-5901-559.65-72	Construction-in-Progress Alf Coleman	770,000.00	135,000.00	905,000.00
TO	160-5901-559.65-82	Construction-in-Progress FBR Segment 2	0.00	2,077,500.00	2,077,500.00
TO	160-5901-559.65-89	Construction-in-Progress FBR Segment 4.1	2,650,000.00	350,000.00	3,000,000.00
TO	160-0000-389.90-70	Cash CF Restricted	(19,925,630.00)	(2,085,100.00)	(22,010,730.00)
UTILITY (STORMWATER)					
TO	401-3800-538.31-30	Professional Services Engineering	75,000.00	38,000.00	113,000.00
TO	401-3800-538.64-20	Machinery and Equipment	227,500.00	10,000.00	237,500.00
TO	401-3800-538.65-06	Construction-in-Progress Eagle Drive	325,000.00	25,000.00	350,000.00
TO	401-3800-538.65-14	Construction-in-Progress Glades Drainage Basin	555,000.00	135,000.00	690,000.00
TO	401-3800-538.65-23	Construction-in-Progress Sea Oats Drive	430,000.00	54,000.00	484,000.00
TO	401-0000-389.90-70	Cash CF Restricted	(24,522,774.00)	(262,000.00)	(24,784,774.00)
					0.00
		Check Adjustment Totals:	(57,749,112.00)	0.00	(57,749,112.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To re-appropriate various expenditures to FY 2020 due to timing delays in the expenditure of funds and to adjust cash carryforward to FY 2020 as well.

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE
 _____ FINANCE DIRECTOR _____ DATE

EXHIBIT A

AGENDA ITEM #

5

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/FINANCE

2. MEETING DATE:
OCTOBER 24, 2019

3. REQUESTED MOTION/ACTION:
CONSIDER AND APPROVE RESOLUTION 20-14 REGARDING EARLY SICK LEAVE PAYOUT TO
DROP PARTICIPANTS

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 current personnel policies provide that upon separation from the City, employees are eligible to paid for accrued sick leave, among other things. For employees who have entered the DROP program, particularly those who have been with the City since January 1, 2008 or before, the payments for accrued leave for which they are eligible are significant, and can have equally significant tax consequences for the separating employee. Staff recommends the Council adopt a permanent policy that would permit DROP participants to voluntarily apply for early sick leave payouts each year they are in the DROP program to reduce the potential tax burden of a full payout upon separation. Staff also recommends that for implementation this year, the cap be prorated to recognize that some DROP participants may be well beyond their first year in the DROP, and also to clarify that recent additions to the DROP not be prevented from applying for an immediate payout now even if they were eligible and took advantage of the early payout authorized in May 2019.

RESOLUTION 20-14

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CITY'S PERSONNEL POLICIES TO PROVIDE FOR THE VOLUNTARY EARLY PAYOUT OF ACCRUED SICK LEAVE TO THE CITY'S DROP PARTICIPANTS.

WHEREAS, upon separation from the City, employees are eligible to paid for accrued sick leave, among other things; and

WHEREAS, for employees who have entered the DROP program, particularly those who have been with the City since January 1, 2008 or prior, the payments for accrued leave for which they are eligible are significant, and can have equally significant tax consequences for the separating employee; and

WHEREAS, in May 2018 and May 2019, the City authorized voluntary early payouts of accrued sick leave to eligible employees; and

WHEREAS, Staff recommends the Council adopt a policy that would permit DROP participants to voluntarily apply for early sick leave payouts each year they are in the DROP program to reduce the potential tax burden of a full payout upon separation.

NOW THEREFORE BE IT RESOLVED that:

1. The City hereby approves an amendment to the City's sick leave policy providing for the voluntary early payout of sick leave to employees in the DROP program, in substantially the form attached as Exhibit A and presented to the Council today, and the appropriate officers of the City are authorized to codify the amendment in the City's personnel policies.
2. Notwithstanding the language of the policy, for purposes of its immediate implementation the City Council directs that for participants in the DROP as of October 24, 2019, who wish to apply for an early payout before December 31, 2019, they may apply for a payout whose cap shall be prorated based on their number of years in the DROP program. (IE, if 2 years in the DROP, the employee may apply for a payout up to 40%.) Participants in the

DROP as of October 24, 2019 shall be eligible for payout before December 31, 2019, without regard to whether the participant took advantage of the early payout authorized in May 2019.

This Resolution shall take effect immediately upon its 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.

CITY OF PANAMA CITY BEACH

MIKE THOMAS, MAYOR

ATTEST:

MARY JAN BOSSERT, CITY CLERK

EXHIBIT A

SECTION V

EMPLOYEE
BENEFITS

The City of Panama City Beach seeks to provide for its employees the protection and security of continuing salary or wage payments during periods when illness, vacation, emergency, or certain civic responsibilities may require time away from the job. Such periods, termed "leaves of absence", are to be considered a privilege--not a right. They are to be administered with the understanding that the City seeks to provide time off with pay in situations where such is reasonable and does not interfere with the City's ability to perform its normal municipal functions.

SICK LEAVE

Accrual. One work day of sick leave allowance shall be granted for each month of service completed. Regular full time employees earn 3.69 hours (4.89 hours for line firefighters) of sick leave per pay period worked. Sick leave may not be used until three (3) months service is completed. Sick leave does not accumulate while on leave without pay unless otherwise provided by state or federal law. Part time or seasonal employees are not eligible for this benefit.

The City has no maximum for sick leave accumulation.

Payment Upon Separation. Regular full-time employees who were employed on or before January 1, 1998, will be paid for not more than 2080 (2756 for line firefighters) accumulated sick leave hours upon separation. After **June 1, 2017**, a line firefighter changing to a 2080 annual hour employee, will not be paid for more than 2080 hours under this rule.

Regular full-time employees hired after January 1, 1998 but before August 1, 2001, are eligible for not more than 500 hours of accrued sick leave upon separation.

Regular full-time employees hired after August 1, 2001 but before **June 1, 2017** are eligible to be paid for accrued sick leave upon separation based on the following schedule not to exceed the cap of 500 hours pay out:

YEARS OF SERVICE COMPLETED	ACCRUED SICK LEAVE PAID UPON SEPARATION
1-9	0%
10-14	50%
15-19	75%
20+	100%

Regular full time employees hired after **June 1, 2017** are not eligible to be paid

for accumulated sick leave upon separation.

All other employees will be eligible to be paid for accumulated sick leave upon separation, though the amount of pay-out leave shall be frozen at the employee's current sick leave balance existing on **June 1, 2017** for pay-out purposes. Any new sick leave accrued above the frozen balance will not be credited to the employee upon separation, and conversely, use of frozen (banked) leave shall be forfeited by employee as it is used.

Employees who are participants in the Deferred Retirement Option Plan (DROP) may apply each year they are in the DROP for an early payout of up to 20% or 200 hours of their accumulated sick leave, whichever is more. The deadline for such annual application shall be at least 30 days prior to the desired payout date. Payouts shall not be effected during any pay period in which the applicant has accrued overtime.

Use. Sick leave is to be used for employee's illness or illness of employee's spouse, children or a parent in which the employee is needed to provide care. SUBMISSION OF PROOF MAY BE REQUIRED.

A. Employees who are absent more than three (3) consecutive scheduled working days due to illness may be required to submit a physician's statement, at the request of the employee's supervisor.

B. Supervisors are authorized to make any investigation of benefits, claimed by their employees under this rule, which they deem necessary and to deny any claims not properly substantiated.

C. For purposes of reporting sick leave, increments in one fourth of an hour will be used. Fifteen (15) minutes is established as a minimal amount of sick leave to be reported.

D. The unscheduled use of sick leave on six (6) or more occasions within a twelve month rolling period will be documented to the employee's personnel file by the employee's supervisor and may reflect negatively on the employee's annual evaluation. All consecutive work day absences for the same reason will be considered as one occasion for the purpose of this policy. The unscheduled use of sick leave on six (6) or more occasions, or as otherwise found to be excessive by the supervisor and Department Head, may be subject to discipline.

E. Sick leave earned and not used during any pay period will be credited to the employee on the last day of that pay period.

F. All Department Heads and supervisors will ensure sick leave is accurately recorded and meet all the guidelines in this section.

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CITY MANAGER / MARIO GISBERT

2. MEETING DATE:
OCTOBER 24, 2019

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION 20-15 AUTHORIZING A PARK USE AGREEMENT WITH PCB ENTERTAINMENT TO ALLOW GULF COAST JAM THROUGH 2025

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)

SINCE 2013, PCB ENTERTAINMENT HAS HOSTED THE GULF COAST JAM EVENT ON FRANK BROWN PARK'S FESTIVAL SITE.

IN THE PAST, THE CITY HAS GRANTED PCB ENTERTAINMENT MULTI-YEAR PARK USE AGREEMENT TO ENSURE THAT THE EVENT REMAINS IN THE CITY AND DRAWS THOUSAND OF VISITORS TO THE AREA. FOLLOWING THIS YEAR'S EVENT, PCB ENTERTAINMENT SOUGHT TO ENTER INTO A NEW AGREEMENT ENSURING THE EVENT AT FRANK BROWN PARK THROUGH 2025.

STAFF RECOMMENDS APPROVAL.

RESOLUTION 20-15

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PCB ENTERTAINMENT, LLC RELATED TO PARK USE FOR THE GULF COAST JAM FOR THE YEARS 2021 THROUGH 2025.

BE IT RESOLVED by the City of Panama City Beach, Florida that the appropriate officers of the City are authorized to accept and deliver that certain Agreement with PCB Entertainment, LLC, relating to Park Use for the Gulf Coast Jam for the years 2021 through 2025, on substantially the terms and conditions set forth in the agreement attached hereto as Exhibit A, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-15

AGENDA ITEM # 7

**CITY OF PANAMA CITY BEACH
PARK USE AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____ 2019, by and between the City of Panama City Beach, Florida, a municipal corporation (the “City”), 110 South Arnold Road, Panama City Beach, Florida 32413, and Event rights holder: PCB Entertainment, LLC (“Licensee”) whose address is 16901 Panama City Beach Parkway, Panama City Beach, Florida 32413.

CITY HEREBY GRANTS to Licensee a license to use that certain real property in Bay County, Florida described as _____ (the “Site”) as more particularly shown on Exhibit A attached hereto and made a part hereof for all purposes, upon the Terms and conditions of the agreement, which are:

1. **LIMITED USE OF THE SITE.** Licensee shall use the Site for the exclusive purpose of executing a three day music festival known as Gulf Coast Jam (the “Event”). The License shall at its own expense obtain any and all governmental licenses and permits necessary for Licensee’s use.
2. **TERM.** The Licensee shall be entitled to use the Site and Parking Lots to host the Event September 3-5, 2021; September 2-4, 2022; September 1-3, 2023; August 30 through September 1, 2024; and August 29-31, 2025 (the “Term”) 7:00 a.m. each day through 12:00 a.m. the following day.
 - A. “Set-up”. Licensee shall have non-exclusive use of Site lot 4 day(s) prior to the commencement of the Event.
 - B. “Event Proper”. Licensee shall have exclusive use of the Site and non-exclusive use of the Parking Lots during the Event.
 - C. “Take down”. Licensee shall have non-exclusive use of Site for 3 day(s) following the conclusion of the Event.
3. **FEE.** Licensee agrees to pay City Rent for the Site at the rates set forth in Appendix A to this Agreement, attached hereto and made a part hereof for all purposes, plus all applicable sales and use taxes imposed upon the rental payment. The Rent shall include the Base Rental for the Site and Services Rented, and any unreserved use of the Site and services incurred by Licensee during the Event Term.
 - A. A \$500 Deposit shall be paid to the City within ninety (90) days of the Licensee’s Reservation of the Site. This deposit shall be credited to the

Licensee toward total Rent due, as calculated at the conclusion of the Event. Further this deposit shall be wholly refunded to the Licensee upon notification to the City of the Event's cancellation, no later than 90 days prior to the first day of the reserved Event Term.

B. Fifty Percent (50%) of the Base Rental for the Site and Services rented shall be paid to the City no later than thirty (30) days prior to the first day of the reserved Event Term.

C. Upon the conclusion of the Event, Licensee shall pay City the remaining balance of the Base Rental due for the Site and Services rented, together with all other fees incurred by Licensee's actual use of the site and park services, including but not limited to those shown upon the Schedule of Fees and Costs listed in Appendix A to this Agreement, which shall be due and payable upon notification by the City.

4. **ACCEPTANCE OF SITE.** Licensee represents and warrants that it has inspected or caused to be inspected the Site and Parking Lots, including all facilities, utilities and improvements thereon, and that they are acceptable "as is" and appropriate for the Event. In the event of a material change in the condition of the Site or Parking Lots adversely affecting the Licensee's ability to produce the Event, Licensee's sole remedy shall be to Terminate this Agreement and receive a refund of the use fee, if paid.

5. **UTILITIES.** Licensor shall pay cost of all utilities consumed during the Term, including but not limited to water, sewer, electricity, gas, telephone, and cable television. Licensee shall pay all costs of solid waste and hazardous disposal costs for waste generated on or within the Site and Parking Lots during the Term.

6. **ALTERATIONS, ADDITIONS, IMPROVEMENTS.**

A. No permanent alterations, additions, improvements shall be made to the Site without prior approval of the City. The City shall require the Licensee to remove any unapproved alteration, addition or improvement and restore the Site to its original condition at the Licensee's expense.

B. Licensee may need to obtain specific permits from the City's building department for certain temporary improvements or structures Licensee finds necessary to produce the Event, including by way of example, portable toilets,

temporary electrical cords, junction boxes, water hoses, temporary lighting, temporary fencing, sound equipment, generators, trailers, tents, temporary concession, vendor facilities, trash receptacles and all other improvements of similar nature. Licensee shall remove all such temporary improvements existing on the Site or Parking Lots at the conclusion of the Event, failing which the City or its designee may seize, impound, remove, and destroy the same at Licensee's expense.

7. **REPAIRS, MAINTENANCE AND CLEAN-UP.** Licensee shall at its expense keep and maintain in good repair the Site and Parking Lots during the Term. Licensee shall provide for the prompt, daily off-Site removal and proper disposal of all human and animal waste generated during the Term. Special care shall be taken to ensure that no run-off or discharge of human or animal waste material occurs to any adjoining land or water body. During Takedown, Licensee shall at its expense pickup and remove all trash, debris and similar material from the Site and Parking Lots and return the same to a neat clean appearance, failing which the City or its designee may pickup and remove all trash, debris and similar material at Licensee's expense. Licensee agrees to timely notify the City of any damage sustained to City property during the Term, and agrees to repair, replace or compensate the City for any damage sustained to City property during the Term, as determined by the City in its sole discretion.
8. **CONDITIONS AND VACATION OF SITE.** Upon completion of Organizer's Event each year, Organizer shall return the Site to the condition which existed prior to the Organizer's use of the Site for that year, normal wear and tear of the Event excepted. Organizer shall remove all temporary structures used during the Event including, but not limited to, sanitary facilities, arenas, trailers, tents, concessions, vendor facilities, and all other items associated or used during the Event by any person. All equipment and temporary structures used for the Event must be removed from the Site no later than seven (7) calendar days after the Event. If after seven (7) days the Organizer has failed to remove all equipment and temporary structures used for the Event then the City may seize, impound and remove all equipment and temporary structures at its own expense and seek reimbursement from the Organizer for all costs associated with such seizure, impounding and removal. The Organizer shall provide for the prompt off-site removal and proper

disposal of all human and animal waste during the Event. Special care shall be taken to ensure that no run-off or discharge of waste material occurs to any water body. Organizer agrees to repair, replace or compensate the City for any damage sustained to City property during the Event. Responsibility for final damage to City grounds, landscaping and park will be determined after the Event.

9. **COMPLIANCE WITH LAWS.** Licensee shall comply and cause its employees, agents and subcontractors to comply with all laws, ordinances and regulations applicable to the occupation use or maintenance of the Site and Parking Lots, and shall promptly comply and cause the same to comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or associated with the Site and Parking Lots.
10. **RIGHT OF ENTRANCE.** The City shall have the right to enter the Site and Parking Lots at all times during the Term and shall have free access at all times to all spaces occupied by the Licensee, its employees, agents and subcontractors.
11. **INSURANCE AND INDEMNIFICATION.**
 - A. Licensee shall at its expense maintain in force during the Term a comprehensive public liability coverage insuring Licensee against liability arising from Licensee's occupation, use or maintenance of the Site and Parking Lots. Licensee's coverage shall be in the amount of \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence. All such insurance shall name the City, its officers and agents as additional insureds.
 - B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site and the Parking Lots as the City may desire.
 - C. Licensee shall at its option and expense maintain in force during the Term such Fire, casualty and extended coverage insurance on Licensee's personal property located on the Site and Parking Lots, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in custody of Licensee, and all such policies may waive any right of subrogation against the City.

- D. All coverage maintained by Licensee pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the State of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactorily to the City and in form and substance reasonably satisfactorily to the City, and shall provide that coverage will not be subject to cancellation, Termination, revocation or material change except after thirty (30) days notice prior written notice to the City.
- E. Not less than thirty (30) days prior to the Term, and thereafter upon the written request of the City, Licensee shall furnish such certificates of coverage and certified copies of policies pursuant to Subparagraph (a).
- F. Licensee 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 occupation, use or maintenance of the Site and Parking Lot by Licensee or anyone claiming by, or through or under Licensee; or (ii) the breach of any Licensee's representations, warranties, covenants or agreements hereunder, including any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the Termination of this Agreement.
- G. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Licensee under this Agreement, the City shall promptly cause notice of claim to be delivered to the Licensee and shall afford the Licensee and its counsel, at the Licensee's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the Termination of this Agreement.
12. **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 trial and appellate levels and at any Mediation or arbitration.
13. **TIME.** Time is of the essence in the Agreement.
14. **REMEDIES.** Failure to cure a breach of material Term hereunder within four (4) hours of Licensee's receipt of written notice thereof shall entitle the City to terminate this

Agreement. 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.

15. **ASSIGNMENT.** This Agreement is not assignable.
16. **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 provision hereof.
17. **MODIFICATIONS.** No modifications, 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 Licensee.
18. **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.
19. **FORCE MEJEURE.** The City's failure or inability to provide any facility for public use at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of god, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this agreement.
20. **CITY'S REMEDIES UPON DEFAULT.** If Organizer shall materially breach any of its obligations hereunder, and Organizer shall fail to cure such breach after written notice thereof from City, in the event of monetary breach within ten (10) days of such notice, or in the event of non-monetary breach within thirty (30) days of such notice, then City shall have the option to:
 - i. Terminate this Agreement, resume possession of the Site for its own account, and recover immediately from the Organizer the difference between the rent specified in Paragraph 1 above and the fair rental value of the Site for the remainder of the Term, reduced to present worth; or
 - ii. Resume possession and release or rent the Site for the remainder of the Term for the account of the Organizer, and recover from the Lessees, at the end of the Term, or at the time each payment of rent becomes due under this

Agreement as the City may choose, the difference between the rent specified in Paragraph 1 above and the rent received on the releasing or renting.

21. SPECIAL PROVISIONS:

- A. **SIGNS.** Organizer shall be permitted at Organizer's expense to place signs or advertisements on or about the Site, but such signs or advertisements shall not display nudity or any offensive language, verbiage or symbols. Organizer shall remove all signs at the completion of the Event at the request of the City.
- B. Organizer shall provide feasible, credible and sufficient plans for the provision of SECURITY and TRAFFIC CONTROL. City acknowledges that the levels in place during use of site for Gulf Coast Jam 2014, were feasible, credible and sufficient for the Event.
- C. Should the actual attendance, the actual number of vehicles or the municipal resources actually required exceed for a period of one (1) hour the number or level anticipated by the Organizer and Special Event permit, it shall become the duty of all persons owning or able to control the event to reduce the excess. The failure of any such person to immediately after notice from the City make a diligent and constant effort to reduce the excess shall be a breach of this contract. The Chief of Police or his designee is authorized to approve actions to partially or slowly reduce the excess as compliance if he or she finds (i) that such person is acting in good faith after notice of the excess, (ii) that full and immediate elimination of the excess will not be feasible and (iii) that it would be safer to taper down the event rather than to abruptly close the venue or stop the event. Conversely, should actual attendance fall below the permit estimates for a sustained period and appear likely to continue at reduced levels, the City Manager or his designee shall be authorized, but not required, to allow the applicant to reduce staffing below the levels set forth in the Organizer's Special Event Permit.
- D. **Personal Services.** Recognizing that the individual talents of Mark Sheldon and Rendy Lovelady have been critical to the successful implementation of the Event in the years immediately preceding this Agreement, the City reserves the

right to cancel this Agreement, upon 30 days notice and opportunity to cure, if Mark Sheldon and Rendy Lovelady, jointly, are unable or unwilling to manage and implement the Event in materially the same manner as the 2017 Event.

22. **ALCOHOL.** Alcoholic beverage sale, possession and consumption are hereby approved, subject to the terms and conditions of this Agreement, for the Gulf Coast Jam Event during the Event Proper (3 days) within the Site but not the Parking Lots. Possession, consumption and sale of alcoholic beverages at any other time, including Set Up and Takedown, are prohibited.

- A. Nothing in this Addendum shall be construed to exempt the Licensee from full compliance with, or amend or modify, applicable City Ordinances or State Statutes.
- B. Licensee shall have full responsibility for the supervision of the sale, possession and consumption of alcoholic beverages within the Site, and shall suspend such sale, possession and consumption whenever necessary to preserve the peace or protect the safety of sponsors, guests or the facility.
- C. Licensee shall at its expense maintain in force during the Term a liquor liability insurance policy in the amount of not less than \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence arising on or about the Site or the Parking Lots from or associated with the sale, possession or consumption of alcoholic beverage during the Term. Such policy shall name the City, its officers, employees and agents as additional insureds.
- D. Licensee shall at its expense comply or cause compliance with the following policies and procedures regarding alcoholic beverages during the Event Proper:
 - i. A wrist band, stamp, or invitation system shall be strictly enforced by ID check.
 - ii. Licensee shall provide no less than two (2) additional security personnel monitors and be stationary inside the areas designated for consumption of alcoholic beverages.
 - iii. Volunteers/employees assigned to the alcohol consumption area shall be recognized through a badge/name tag identification/ticket/pass.

- iv. Volunteers/employees shall be trained in the responsible distribution of alcoholic beverages.
 - v. No glass containers shall be used, sold or served in the consumption area.
- E. Prior to commencement of the sale, possession or consumption of alcoholic beverages, Licensee shall provide the City with the following documents:
- i. Evidence of a liquor liability policy;
 - ii. A sketch of the designated area where alcoholic beverages will be permitted;
 - iii. A written plan for toilet facilities, electricity, public safety, security, traffic control, parking, solid waste disposal, responsible consumption of alcoholic beverages, and clean up;
 - iv. A written plan that outlines who will be involved with the distribution of alcoholic beverages and the plan for training those individuals who will be providing or distributing these products;
 - v. Copies of the state alcohol application, state certificate and state special event permit covering the Site where alcohol will be consumed.
- F. Licensee understands and acknowledges that the permission granted is a special exception to the City's policy of prohibiting the possession, consumption and sale of alcoholic beverages in Frank Brown Park and that the City Council reserves the right to revoke the special exception at any time, without cause. Moreover, the City, as owner of the Site, reserves the right at all times to immediately suspend the sale, possession and consumption of alcoholic beverages within the Site whenever the City Manager or his designee shall determine, in his or her sole discretion, that such suspension is necessary or prudent to protect the safety of sponsors, guests or the facility. Licensee acknowledges that the City would not have entered this Addendum without reserving all of the above rights.
- G. Licensee represents that it was not requested to obtain this variance by a licensed retailer and that every person or organization which receives any funds from the net proceeds realized from the sale of alcoholic beverages will have been qualified as an exempt organization under the provisions of s. 501(c)(3) of the Internal Revenue Code of 1954.

23. **RENEWAL OF AGREEMENT.** Following the conclusion of the 2025 Event, the City shall have the option to renew this License upon the same terms and conditions for an additional term of September 4-6, 2026. Upon any failure to so renew, this Agreement shall terminate.
24. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between 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 representations, warranties, covenants or other agreements among them.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Licensee has executed this Agreement as of the day and year first above written.

Signed in the presence of:

Licensee:

Witness #1 Print Name:

PCB Entertainment, LLC

Witness #2 Print Name

By:

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,

by

() who is personally known to me.

() who produced _____ as identification

Signature of Notary Public

IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year first above written.

City of Panama City Beach, Florida
A municipal corporation

Mario Gisbert, City Manager

Attest:

Mary Jan Bossert, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Mario Gisbert and Mary Jan Bossert as City Manager and City Clerk of the City of Panama City Beach, Florida

- () who is personally known to me.
- () who produced _____ as identification

Signature of Notary Public

Appendix A

Sponsoring Organization: _____ Phone: _____
 WebSite: _____

Contract Representative's Name: _____ Phone: _____
 Mailing Address: _____
 Email Address: _____

Name of Event : _____ Phone: _____
 Web Address: _____
 Email Address: _____
 Facilities Requested: _____

1. Schedule of Fees & Costs: Total amount set forth below will be calculated upon conclusion of the Event.

Aaron Bessant Park Facilities

Multi-purpose Sports Field:	(\$100 per field/day)	\$ _____
Amphitheater/Stage/Restroom - Event Days	(\$5,000 per/day)	\$ _____
Amphitheater/Stage/Restroom - Non-Event Days	(\$500 per/day)	\$ _____
Special Event Restroom	(\$1,000 per/day)	\$ _____
Non-Profit/Tax Exempt Community Activity	(\$500 per/day)	\$ _____

Frank Brown Park Facilities

Multi-purpose Sports Field:	(\$100 per field/day)	\$ _____
Festival Site - Event Days	(\$2,500 per/day)	\$ _____
Festival Site - Non-Event Days	(\$500 per/day)	\$ _____
Sports Lighting	(\$20.00/hour)	\$ _____
Non-Profit/Tax Exempt Community Activity	(\$100 per/day)	\$ _____

Equipment & Maintenance Services:

Trash Disposal/Dumpster Delivery	(\$350/per pull)	\$ _____
Grounds Sweeper w/Operator:	(\$100 per hour)	\$ _____
32" Scissor's Lift w/Operator	(\$50 per hour)	\$ _____
Sound/Lights Equipment Rental	(\$50 per hour)	\$ _____
6' Rectangular Tables (white)	(\$4.00/day ea.)	\$ _____
Folding Lifetime Chairs (white)	(\$1.00/day ea.)	\$ _____

SUB-TOTAL:

+ 6.5% Florida Sales Tax \$ _____

Labor Costs:

Professional Sound Tech	(\$50.00/hour)	\$ _____
PCBPD Security/FD-EMT	(\$30.00/hour)	\$ _____
Special Event Manager	(\$25.00/hour)	\$ _____
Maintenance/Restroom Attendant	(\$20.00/hour)	\$ _____

TOTAL: \$ _____

*Other: Late fee charge-10% per month on balances 30 days overdue \$ _____

****NOTE****

Execution of this Appendix A does not constitute confirmation of your Event at Aaron Bessant Park. To lock in the date(s) and facilities requested, you must submit a completed and fully executed and notarized Document Package

including the PARK USE AGREEMENT, a Certificate of Insurance, and any applicable vendor and special Event permits to the City of Panama City Beach, Attn: Parks and Recreation Department, Frank Brown Park, 16200 Panama City Beach Parkway, Panama City Beach, FL 32413, Fax: 850.233.5161. Event request forms can be found at www.playballinparadise.com. Events will be scheduled upon receipt of the completed Document Package up to one year in advance, but no later than 30 days prior to your Event.