

PANAMA CITY BEACH CITY COUNCIL

AGENDA

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

MEETING DATE: DECEMBER 12, 2019

MEETING TIME: 6:00 p.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – POLICE CHAPLAIN JOHN WOODROW, GULFVIEW UNITED METHODIST CHURCH
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN MCCONNELL
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES
REGULAR COUNCIL MEETING – NOVEMBER 14, 2019
SPECIAL MEETING – DECEMBER 2, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – COUNCILMAN MCCONNELL
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD
 - 2 BEACH ELEMENTARY – BEACH BOT LEGO LEAGUE (ROBOTICS CLUB)
- VIII. PUBLIC COMMENTS – REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 20-25, BID AWARD – (2) PUBLIC WORKS UTILITY VEHICLES.** *“A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of two Public Works F-150 service trucks from Bozard Ford Co. in the total amount of \$57,992; and providing an immediately effective date.”*
 - 2 **RESOLUTION 20-30, BID AWARD – F-350 SUPERDUTY.** *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with Bozard Ford Co., for the purchase of a 2020 Ford F-350 Superduty truck in the amount of \$32,996.”*
 - 3 **RESOLUTION 20-32, BID AWARD – STORMWATER 500 GALLON COMBINATION VAC TRAILER.** *“A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of one 500-gallon Combination Vac Trailer from Ingram Equipment Company, LLC in the total amount of \$151,629.50; and providing an immediately effective date.”*
 - 4 **RESOLUTION 20-33, BID AWARD – WWTF ELECTRICAL BUILDING RE-ROOF.** *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with Atlantic Roofing & Exteriors, LLC, relating to the WWTF Electrical Building Re-Roof Project in the total amount of \$25,500.”*
 - 5 **RESOLUTION 20-35, CONTRACT FOR HEALTH ADVOCATE SERVICES.** *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with Health Advocate, Inc., related to Professional Employee Assistance Program Services; and providing an immediately effective date.”*

X. REGULAR AGENDA - DISCUSSION/ACTION

OFFICIAL ITEM

- 1 **HW** **ORDINANCE 1503**, CHANGING COUNCIL MEETING PLACE, 2ND READING, PUBLIC HEARING.
- 2 **ML** **ORDINANCE 1502**, NEIGHBORHOOD PARKS, 2ND READING, PUBLIC HEARING.
- 3 **ML** **ORDINANCE 1504**, 11220 HUTCHISON BOULEVARD VOLUNTARY ANNEXATION, 1ST READING.
- 4 **ML** **ORDINANCE 1505**, 11220 HUTCHISON BOULEVARD COMPREHENSIVE PLAN AMENDMENT, 1ST READING.
- 5 **ML** **ORDINANCE 1506**, 11220 HUTCHISON BOULEVARD ZONING MAP DESIGNATION, 1ST READING.
- 6 **ML** **ORDINANCE 1507**, INFLATABLE AMUSEMENTS ON THE SANDY GULF BEACH, 1ST READING, PUBLIC HEARING.
- 7 **AM** **RESOLUTION 20-34**, UPDATING RIGHT OF WAY PROFESSIONALS CONTRACT AND BUDGET, BUDGET AMENDMENT #6.
- 8 **HW** FIREFIGHTER PENSION BOARD APPOINTMENT.
- 9 **HW** PARKS AND RECREATION ADVISORY BOARD APPOINTMENT.
- 10 **HW** BAY PARKWAY PHASE III DISCUSSION.
- 11 **AM** CRA UPDATE & DISCUSSION.

XI. DELEGATE AND STAFF REPORTS

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

***Action items noted with an asterisk are taken both by the City Council and the Panama City Beach Redevelopment Agency jointly and concurrently.**

PAUL CASTO	__X__	PAUL CASTO	__X__
PHIL CHESTER	__X__	PHIL CHESTER	__X__
GEOFF MCCONNELL	__X__	GEOFF MCCONNELL	__X__
HECTOR SOLIS	__X__	HECTOR SOLIS	__X__
MIKE THOMAS	__X__	MIKE THOMAS	__X__

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

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

M. J. Bossert 12.9.19
City Clerk Date

M. J. Bossert 12.9.19
City Clerk Date

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

E-mailed to interested parties and posted on the website on: 12/09/19 5 p.m.

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM . THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE "CITY OF PANAMA CITY BEACH-GOVERNMENT".

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

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

DRAFT
MINUTES

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on November 14, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEY:

AMY MYERS

Mayor Thomas called the Regular Meeting to order at 6:00 p.m. with all Councilmen, the City Manager, City Clerk, and City Attorney present.

Pastor Greg George with Gulf Beach Baptist Church gave the invocation and Councilman Casto led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events. He commented the Boys and Girls Club needs drivers if anyone has a CDL and is interested in helping.

The Minutes of the Regular Council Meetings of September 26, 2019, October 10, 2019, and October 24, 2019 were read. The Minutes of the City Council and Planning Board Workshop and the County Commissioners and Council Meeting of October 24, 2019 were read.

Councilman Casto made the motion to approve the Minutes as written. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. There were none. Ms. Myers clarified that regular item 10 has been advertised as a Public Hearing.

Councilman Chester made the motion to approve the agenda as written. Councilman McConnell seconded the motion passed by unanimous roll call vote as follows:

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

PRESENTATIONS

1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman Casto introduced Haleigh Trimnel and presented her with the Civic Achievement Award for exemplary service to the Boys and Girls Club. Ms. Latina Reed, Club Representative, spoke of Haleigh's contributions to the Club. The audience responded with applause.

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

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

1 Tom Trossen, 107 Heron Turn. Mr. Trossen commented he is in favor of Ordinance 1501 and thanked the City staff for creating the Ordinance. He requested, if Ordinance 1501 is approved, that a database query be available to the public, similar to

the public database query for building permits. He commented he is in favor of Ordinance 1502 and thanked the Planning Board for their hard work.

He closed the Public Comments at 6:10 p.m.

CONSENT AGENDA

Ms. Bossert read the Consent Agenda Item by title.

1 RESOLUTION 20-18, PCB MARATHON ROAD CLOSURE. *“A Resolution of the City of Panama City Beach, Florida, related to the “Panama City Beach Marathon”; authorizing careful traffic control and extraordinary usage of portions of Front Beach Road (U.S. 98), South Thomas Drive, and Surf Drive on Saturday, December 7, 2019; and providing an immediately effective date.”*

2 RESOLUTION 20-19, BEACH HOME FOR THE HOLIDAYS ROAD CLOSURE. *“A Resolution of the City of Panama City Beach, Florida, authorizing the temporary closure of a portion of West Pier Park Drive to vehicular traffic on November 29 and 30, 2019 to accommodate patrons attending the “Beach Home for the Holidays” event.”*

3 RESOLUTION 20-20, CHRISTMAS PARADE ROAD CLOSURE. *“A Resolution of the City of Panama City Beach related to the annual Christmas Parade; authorizing closure of portions of Pier Park Drive, Starfish Street, Bluefish Drive, Stingray Drive, L.C. Hilton Drive, and Powell Adams Road between 3:00 p.m. and 7:00 p.m. on December 14, 2019, for the parade; and authorizing temporary usage of a portion of Front Beach Road (U.S. 98) between 3:00 p.m. and 7:00 p.m. on December 14, 2019 to permit the parade.”*

4 RESOLUTION 20-21, BID AWARD – MULTI-PRO 5800 G SPRAYER. *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with Jerry Pate Turf and Irrigation for the purchase of a dedicated sprayer vehicle in the amount of \$70,008.89.”*

5 RESOLUTION 20-22, BID AWARD – PTO 60 SPORTS TURF RENOVATOR. *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with Power Turf Renovation for the purchase of a Sports Turf Renovator in the amount of \$12,995.”*

6 RESOLUTION 20-08, AUTHORIZING RAFTELIS MID-CYCLE UTILITY RATE REVIEW. *“A resolution of the City of Panama City Beach, Florida, approving an agreement with Raftelis Financial Consultants, Inc., for a financial analysis of Water/Wastewater rates and revenue, in the amount of \$32,855.”*

7 RESOLUTION 20-27, APPROVING PEST CONTROL CONTRACT. *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with Florida Pest Control for pest control services to city facilities in the annual amount of \$3,276.”*

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

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

REGULAR AGENDA

ITEM 1 PLAT APPROVAL, EMERALD COVE – PUBLIC HEARING. Ms. Myers read. She explained this plat was a four-lot subdivision and had been reviewed by Staff. There were no improvements that are dedicated to the City and the property would remain private.

Mayor Thomas opened the Public Hearing at 6:13 p.m. and invited comments. There were none.

With nothing further, Mayor Thomas closed the Public Hearing at 6:13 p.m.

Councilman Solis made the motion to approve the Emerald Cove Plat. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 2 ORDINANCE 1501, BUSINESS TAX REPORTING, 2ND READING, PUBLIC HEARING. Ms. Myers read Ordinance 1501 by title. There were no comments.

Mayor Thomas opened the Public Hearing at 6:14 p.m. and invited comments. There were none.

With nothing further, Mayor Thomas closed the Public Hearing at 6:14 p.m.

Councilman McConnell made the motion to approve Ordinance 1501. Second was made by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 3 ORDINANCE 1503, CHANGING COUNCIL MEETING PLACE, 1ST READING. Ms. Myers read Ordinance 1503 by title. There were no comments.

Councilman McConnell made the motion to approve Ordinance 1503. Second was made by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 4 ORDINANCE 1502, NEIGHBORHOOD PARKS, 1ST READING. Ms. Myers read Ordinance 1502 by title. There were no comments.

Councilman Casto made the motion to approve Ordinance 1502. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 5 ORDINANCE 1499, SETTING MAXIMUM RATES AND STANDARDIZING NOTICE PROCEDURES FOR NON-AD VALOREM ASSESSMENTS, 2ND READING, PUBLIC HEARING. Ms. Myers read Ordinance 1499 by title. There were no comments.

Mayor Thomas opened the Public Hearing at 6:16 p.m. and invited comments. There were none.

With nothing further, Mayor Thomas closed the Public Hearing at 6:16 p.m.

Councilman McConnell made the motion to approve Ordinance 1499. Second was made by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 6 RESOLUTION 20-28, ESTABLISHING AND PROVIDING UNIFORM MAXIMUM RATES FOR ASSESSMENTS. Ms. Myers read Resolution 20-28 by title. There were no comments.

Councilman McConnell made the motion to approve Resolution 20-28. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 7 RESOLUTION 20-23, BUDGET AMENDMENT #4 EDWARD BYRNE MEMORIAL JUSTICE GRANT FOR PCBCPD DIGITAL FORENSIC CAMERAS. Ms. Myers read Resolution 20-23 by title. There were no comments.

Councilman Chester made the motion to approve Resolution 20-23. Second was made by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 8 RESOLUTION 20-24, BUDGET AMENDMENT #5 EDWARD BYRNE MEMORIAL JUSTICE GRANT AND PURCHASE OF TACTICAL RESPONSE EQUIPMENT. Ms. Myers read Resolution 20-24 by title. There were no comments.

Councilman Solis made the motion to approve Resolution 20-24. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 9 RESOLUTION 20-25, PAY STUDY UPDATE – DISCUSSION. Ms. Myers explained Staff recommends issuing a Request for Qualifications to solicit the best consultant for an updated employee pay study.

Councilman Casto made the motion to start the RFQ process. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 10 RESOLUTION 20-16, RE-ADOPTING FIRST AMENDMENT TO FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN, PUBLIC HEARING. Ms. Myers read Resolution 20-16 by title.

Mayor Thomas opened the Public Hearing at 6:21 p.m. and invited comments. There were none.

With nothing further, Mayor Thomas closed the Public Hearing at 6:21 p.m.

Councilman Solis made the motion to approve Resolution 20-16. Second was made by Councilman Casto and the motion passed by majority roll call vote recorded as follows:

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

ITEM 11 APPROVAL OF AMENDED JOB DESCRIPTION – BEACH RESCUE DIVISION DIRECTOR. Chief Couch commented the City has received few applicants for this position and requested to modify the qualifications standards for the position. Mayor Thomas disagreed with changing the job description. Chief Couch noted that it had been difficult to attract qualified applicants at the current pay grade. Councilman Chester suggested bumping up the pay for good applicants. Mr. Gisbert commented as City Manager he cannot authorize hiring above a certain pay grade. Chief Couch suggested a high 50 thousand to low 60 thousand and add additional training that is required.

Councilman Solis made the motion to adjust the pay grade. Second was made by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 12 CIVIL SERVICE BOARD APPOINTMENT. Ms. Myers explained Mr. Jarman requested to be reappointed to the Civil Service Board. He is the only applicant for the vacancy.

Councilman Chester approved the Civil Service Board re-appointment. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 13 TDC BOARD VACANCY APPOINTMENT. Mayor Thomas explained there were three applicants for the TDC Board vacancy. The Council Members made their selections on the paper ballots for the vacant seat and passed the votes to Ms. Bossert to tabulate.

Copies of the paper ballots are attached to and become an official part of these Minutes.

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 6:33 p.m.

1 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson requested clarification on the Front Beach Road and CRA funding. He asked about projected funds, the amount of funds received from Bay County and projected costs mentioned by the Mayor. He made verbal public records request for sheets of the TDC board votes and copies of any federal subpoenas.

2 Paul Dalton, 107 Manistee. Mr. Dalton requested the new City Hall building be named after the late Sergeant Kight.

3 Gary Wayne Beck. Mr. Beck spoke about the BP oil spill and how it affected him to pay his water bill and other utilities. Mayor Thomas requested Mr. Beck to be seated. Mr. Beck refused the Mayor's request. Mayor Thomas again asked him to be seated.

4 Molly Allen, 16211 East Lullwater. She commented on her concern with Lullwater Lake becoming stagnant. She requested the City to remove the weeds after cutting them when conducting maintenance work around the Lake.

With no further comments, Mayor Thomas closed the Delegations period at 6:43 p.m.

Mayor Thomas explained the 4.5 million dollars he spoke about during the joint County meeting was projecting the next section of the CRA that increased due to construction price inflations.

David Campbell, CRA Director, provided a detailed explanation of the CRA project cost increases, projections, and past projections. He commented the original projections did not have the cost of the underground power. Councilman Casto commented he believed

the underground power was an additional 2 million. He asked for an explanation of the \$100 million or a list of projects since the CRA started. Mr. Campbell explained approximately \$32 million in the land that has been acquired since the beginning of CRA. He commented some of that land was for stormwater ponds, parking lots, and temporary construction easements. He explained the projects include Richard Jackson, Churchwell Drive, Powell Adams Road, South Thomas Drive, Front Beach Road Segment 1 and Front Beach Road Segment 2 as well as a P&E study for the entire length of Front Beach Road. The Council thanked Mr. Campbell.

Mayor Thomas explained that CRA funds were not County funds, but City funds collected by the County. He clarified that no federal subpoenas had been served on the City. He explained there will be a next CRA project that has a portion set it to make a drain to drawdown on the Lake Lullwater as they do at Deerpoint during cold points of the winter to clean up the lake.

ATTORNEY REPORT

Ms. Myers requested to add regular business to the Special Meeting that has been noticed for December 2, 2019, at 1:00 p.m. All Council agreed. She recognized her colleague, Cole Davis, for winning the appeal before the First District Court of Appeal which affirmed and upheld the two scooter ordinances that prohibited overnight rentals of scooters and the ban that was to go into effect. The Mayor thanked Amy, Cole, and the staff for working hard.

CITY MANAGER REPORT

Mr. Gisbert thanked the Mayor for the ability to have the new City Hall for the residences of Panama City Beach. He thanked the contractor, the architects, the design team, and he thanked Al Shortt for running the project. He thanked the City Hall Staff and announced the plans for the move and that no time of service would be lost during the transition. He thanked everyone that had a part of bringing the new City Hall to fruition.

COUNCIL COMMENTS

Councilman Solis thanked City Attorney, Cole Davis, and commented the City has an outstanding legal team. He commented he is very proud of all their hard work. He thanked Mr. Gisbert for his vision and guidance provided over the years to the City.

Councilman McConnell thanked Chief Whitman and his department for obtaining grants. He wished Chief Whitman a belated happy birthday. He reminded everyone of the Town Hall Meeting next Tuesday, November 19th at 5 p.m. in the City Hall Council Chambers.

Councilman Casto commented one of the City's biggest problems is traffic and transportation. He explained at the last meeting, Council voted to extend the CRA because Mr. Campbell informed the Council that the CRA would not be finished by the deadline. Councilman Casto directed legal staff to start the process of bonding out the rest of Front Beach Road to speed up the process.

Councilman McConnell would like to see this item on the agenda for information ahead of time. Councilman Solis commented something was already discussed previously.

Councilman Casto made a motion to start the bonding process. The motion died for a lack of a second. Mayor Thomas commented he is hesitant shutting down Front Beach Road, due to traffic issues. Councilman Solis agreed with bonding Front Beach Road. Ms. Myers explained the firm has been talking with the bond team to collect information, having this discussion lets her know they want to move forward. Ms. Myers explained any action taken on a bond will require a formal Resolution or a directory Resolution. She stated she understands the Council's direction to move forward with the bond process and bring information back to the Council.

Councilman Chester recognized Mr. Jim Ponek and the Parks and Recreation Department by congratulating them for receiving the Sports Event Readers' Choice Award. The audience responded in applause.

Mayor Thomas gave Mr. Ponek direction to work on the area on Escanaba. He asked the Council to give him direction and come up with a budget amendment to fix up that area for a park.

Mayor Thomas requested staff to get with the Tourist Development Council (TDC) for beach pictures for the bare walls throughout the building. Councilman Solis stated he would like to see a section dedicated to pictures showing the history of Panama City Beach. He thanked GAC and DAG Architects for all their hard work and a job well done. He commented no money is owed on the City Hall building; it is paid for.

ITEM 13 TDC BOARD VACANCY APPOINTMENT (Continued). Ms. Bossert announced that Mr. Steve Bailey was appointed to the TDC Board by a unanimous vote.

Mayor Thomas suggested placing "In God We Trust" along the dais and asked for a motion.

Councilman Casto made a motion to place the words "In God We Trust" along the Dais. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

Mr. Gisbert commented a grand opening will be held later at the end of January 2020.

With nothing further, the meeting was adjourned at 7:11 p.m.

READ AND APPROVED this 12th of December 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

**BALLOT FOR TDC BOARD
MEMBER APPOINTMENT
COLLECTOR SEAT**

Mark Huebner

~~**Paul Wohlford**~~

(withdrew)

Steve Bailey



David Chapman

pc

GM

**BALLOT FOR TDC BOARD
MEMBER APPOINTMENT
COLLECTOR SEAT**

Mark Huebner

~~**Paul Wohlford**~~

(withdrew)

Steve Bailey

David Chapman

**BALLOT FOR TDC BOARD
MEMBER APPOINTMENT
COLLECTOR SEAT**

Mark Huebner

~~**Paul Wohlford**~~

(withdrew)

Steve Bailey

_____ ✓ _____



David Chapman

**BALLOT FOR TDC BOARD
MEMBER APPOINTMENT
COLLECTOR SEAT**

24

Mark Huebner _____

~~**Paul Wohlford**~~ _____ (withdrew)

Steve Bailey _____

David Chapman _____

**BALLOT FOR TDC BOARD
MEMBER APPOINTMENT
COLLECTOR SEAT**

Mark Huebner

~~**Paul Wohlford**~~

(withdrew)

Steve Bailey

David Chapman

ONT

The Special Meeting of the City Council of the City of Panama City Beach, Florida, related to a Trespass Appeal, held on December 2, 2019.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
MARY JAN BOSSERT
CITY ATTORNEY:
AMY E. MYERS

Mayor Thomas called the Special Meeting to order at 11 a.m. with all Council members, City Manager, City Clerk and City Attorney present.

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

ITEM 1 TRESPASS APPEAL – FRANK DE PINTO. City Attorney, Cole Davis, explained a city civil trespass warrant was issued to Mr. Frank De Pinto at the Panama City Beach Library and announced that staff had decided to dismiss the trespass warning.

With nothing further, the meeting was adjourned at 11:02 a.m.

READ AND APPROVED this 12th of December 2019.

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

ATTEST:

City Clerk

Mayor

PRESENTATION

1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Samuel Norton

HAS GIVEN EXCEPTIONAL SERVICE

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

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

Presented this 12th of December, 2019



A handwritten signature in blue ink, appearing to read "Mike Thomas", is written over a horizontal line.

MAYOR MIKE THOMAS

PRESENTATION

2

Every year, FIRST LEGO League releases a Challenge, which is based on a real-world scientific topic. This year's challenge theme is City Shaper. Each Challenge has three parts: the Robot Game, the Innovation Project, and the Core Values. Teams of up to ten children, with at least two adult coaches, participate in the Challenge by programming an autonomous robot to score points on a themed playing field (Robot Game), developing a solution to a problem they have identified (Project), all guided by the FIRST Core Values.

Our students have decided to create a solution for pedestrians and golf carts crossing Back Beach Road. They will present this to the council on 12/12/19.

Thank You,

Michelle Brown

Grade 3 Math/Science, Hutchison Beach Elementary

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Public Works/Kelly Jenkins

2. MEETING DATE:
12/12/2019

3. REQUESTED MOTION/ACTION:
Approve the purchase of two (2) vehicles for Public Works in the amount of \$57,992.00

4. AGENDA

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

Staff budgeted for two (2) F150 utility service vehicles. One F150 is allocated for use by a Public Works maintenance worker and one will be utilized for an Inspector. Staff advertised for bids of these vehicles and received one response. Bozard Ford was the only responsive bidder. The low bid for each F150 service vehicle is in the amount of \$28,996.00. This is a total amount of \$57,992.00 for both vehicles.

These vehicles are currently budgeted and the proposed expenditures are within the appropriate budgets. Therefore staff recommends purchasing these vehicles from Bozard Ford in the amount of \$57,992.00.

CONSENT
AGENDA ITEM # 1

RESOLUTION 20-25

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TWO PUBLIC WORKS F150 SERVICE TRUCKS FROM BOZARD FORD CO. IN THE TOTAL AMOUNT OF \$57,992; 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 Bozard Ford Co., relating to the purchase of two 2020 F150 1/2 ton 4x4 trucks for the Public Works Department, in the total amount of Fifty-Seven Thousand, Nine Hundred Ninety-Two Dollars (\$57,992.00) on substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

CONSENT
AGENDA ITEM # 1

Resolution 20-25

SECTION 00030

BID PROPOSAL FORM

This proposal of BOZARD FORD CO (hereinafter called "BIDDER"), organized and existing under the laws of the State of FLORIDA, doing business as BOZARD FORD CO (a corporation, a partnership or an individual), whose Florida business license number is VF/1001558/1 is hereby submitted to the **CITY OF PANAMA CITY BEACH** (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to supply the equipment specified for the **Panama City Beach – Public Works Service Vehicles** in strict accordance with the **BID DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BASE BID

The Undersigned, as Bidder, hereby declares that he has examined the bid specifications and informed himself fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the unit prices listed, in full and complete accordance with the noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery and acceptance. The Bidder further proposes and agrees hereby to supply all specified equipment within no more than the following number of consecutive calendar days from issuance of City Purchase Order:

120 days for ½ ton .

CONSENT
AGENDA ITEM # 1

ADDENDUM ACKNOWLEDGMENT:

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO. _____ Date _____

PER UNIT BID PRICE:

Unit price for furnishing **TWO (2) SERVICE VEHICLES** in accordance with the contract Specifications as listed below:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u> * <u>Delivery Time</u> (Qty x Unit Price)
½ Ton 4x4	2	<u>\$28,996.00</u>	<u>\$57,992.00</u> <u>90-120 DAYS</u>

*Delivery time is for number of calendar days after receipt of purchase order.

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. BIDS shall be on the basis of a per unit price, as noted above, and shall be the total compensation to be paid by OWNER for the specified equipment.
3. The OWNER reserves the right to reject any and all bids received.

CONSENT
AGENDA ITEM # 1

BIDDER'S CERTIFICATION

BIDDER certifies that it has thoroughly familiarized itself with the BID DOCUMENTS. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide fully operational and working equipment in accordance with the BID DOCUMENTS. Furthermore, BIDDER certifies its understanding that the OWNER shall not provide any labor, equipment or materials of any kind, which may be required for the supply and delivery of the equipment, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to supply the equipment in accordance with the BID DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

BIDDER:

JOSEPH WINDROW

Business Name

BOZARD FORD CO

Address

540 OUTLET MALL BLVD ST AUGUSTINE FLA 32084

Business License #

VF/1001558/1

Phone Number

850-776-5294

Date 12-02-2019

[END OF SECTION 00030]

CONSENT
AGENDA ITEM # 1

CITY OF PANAMA CITY BEACH

**SPECIFICATIONS FOR
NEW 2020 - 1/2 TON 4X4 TRUCK**

The new 2020, 1/2 Ton 4X4 truck, covered by this specification sheet shall be equipped with all standard equipment specified by the manufacturer for this model and shall include all Motor Vehicle Safety Standards as established by U.S. Department of Transportation regarding manufacture of motor vehicles. Truck will have a minimum 122" wheel base; shall have a turbocharged V-6 gasoline type engine approximately 2.7L; truck shall be equipped with 10-speed automatic overdrive transmission; factory air conditioning; AM/FM Radio; gauge package (oil, temp., etc.); power steering; power assisted front disc brakes and standard rear drum brakes; heavy duty battery; heavy duty alternator; towing package with Class IV hitch; standard fuel capacity minimum 23 gallons; payload capacity 1,500+ pounds; towing capacity 7,500+ pounds; heavy duty front and rear shock absorbers; 3.55 limited slip rear differential; Truck shall be furnished with five (5) tires and wheels; tires will be 245/70R17 B.S.W. all season; tailgate step, complete undercoating of vehicle and spray-in bed liner, running boards.

Truck shall have factory standard trim cab equipped with tinted windshield, sun visors on right and left sides, Power windows, power door locks, heater and defroster, interior rear view mirror, backup camera, SYNC blue-tooth connect, cruise control, LED Strokes, ~~100V/400W outlet~~, and right and left standard mirrors. Paint color shall be white. *N/A*

The successful bidder shall be responsible for delivering the vehicle properly serviced, clean in first class running service. Pre-delivery service will include front end alignment; wheel balancing; full tank of fuel at time of delivery; removal of all stickers; delivery shall be made within 120 days from date purchase order issuance. If not, purchaser will not be obligated to accept vehicles.

Estimated quantity to be purchased - TWO (2)

City may purchase a different quantity from the stated estimate. Bids are to be on a unit basis.

The City reserves the right to reject any and all bids.

CONSENT
AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

December 12, 2019

3. REQUESTED MOTION/ACTION:

The Parks and Recreation staff recommends that the council authorize the City to contract with the lowest responsive bidder, Bozard Ford Co. in the amount of \$32,996.00 for the purchase of a 2020 Ford F-350 Superduty.

4. AGENDA

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

On December 3, 2019 the Parks and Recreation Department received two sealed bids for a "2020 Ford F-350 Superduty." The lowest responsive bid was from Bozard Ford Co. in the amount of \$32,996.00.

This purchase was planned for in the adopted 2019-2020 budget.

CONSENT
AGENDA ITEM # 2

RESOLUTION 20-30

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BOZARD FORD CO., FOR THE PURCHASE OF A 2020 FORD F350 SUPERDUTY TRUCK IN THE AMOUNT OF \$32,996.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Bozard Ford Co., relating to the purchase of a 2020 Ford F350 Superduty Truck for the Parks and Recreation Department, in the basic amount of Thirty-Two Thousand, Nine Hundred Ninety-Six Dollars (\$32,996.00), 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 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

Resolution 20-30

CONSENT
AGENDA ITEM # 2

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 11-27, 2019.

2020 Ford F-350 Superduty

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

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

BID AMOUNT: \$32,996.00

BY: BOZARD FORD CO TITLE: JOSEPH WINDROW FLEET SALES MGR

ADDRESS: 540 OUTLET MALL BLVD CITY: ST AUGUSTINE STATE: FLA ZIP: 32084

EMAIL ADDRESS: windrow11@gmail.com

PHONE: 850 776 5294

SIGNATURE – (Confirming all information above is correct) JOSEPH WINDROW

CONSENT
AGENDA ITEM # 2

2020 Ford F-350 Superduty

City of Panama City Beach, Florida

PART 1 – SPECIFICATIONS

2020 Ford F-350

- 4X2 Styleside Pickup/142
- 2WD
- Regular Cab XL DRW
- Flatbed 8FT FLAT BED WITH STAKE POCKETS, 96" WIDE, 40" TALL HEADBOARD WITH WINDOW INC MUDFLAPS LED MARKER LIGHTS, ICC BUMPER
- Engine-6.2L EFI V8
- 142 inch wheelbase
- 3.73 Ratio Regular axle
- Air conditioning
- Am/FM Stereo MP3/clk
- Steel Road Wheels – 17"
- 10 Speed Automatic
- Trailer towing package INC TRAILER HITCH
- 10100# GVWR Package
- Vehicle must not have more than 1,000 miles upon delivery
- Vehicle Color-Oxford White
- Vinyl 40/20/40 Seats
- Spare tire and wheel
- Center high mount stop lamp
- Jack

Board
Ford

PART 2 – DATES

1. Sealed Proposals Due Tuesday December 3rd at 1:10pm at City Hall Annex, 110 South Arnold Road, Panama City Beach, FL 32413
2. Proposals will be opened at 1:10 pm at that same place;
3. City Council Approval December 12, 2019.
4. Equipment Purchase will be awarded on December 13, 2019.
5. Delivery of Equipment must be by March 1, 2020.

Exhibit A-Tax Exempt Certificate

CONSENT
AGENDA ITEM # 2

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

12/12/2019

3. REQUESTED MOTION/ACTION:

Approve the purchase of one (1) 500 Gallon Combination VAC trailer for Stormwater Department in the amount of \$151,629.50

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 budgeted for one (1) 500 Gallon Combination VAC trailer. The Stormwater departments existing VAC Trailer is no longer functioning and is past its useful life. Staff advertised for bids of this VAC trailer and received one response. Ingram Equipment Company was the only responsive bidder. The low bid for the VAC trailer was \$151,629.50.

The Stormwater Department has sufficient funds budgeted in the current year for this purchase. Therefore, staff recommends purchasing this trailer from Ingram Equipment in the amount of \$151,629.50.

In addition, Public Works would like to recommend the old VAC trailer to be declared as surplus.

CONSENT
AGENDA ITEM # 3

RESOLUTION 20-32

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF ONE 500 GALLON COMBINATION VAC TRAILER FROM INGRAM EQUIPMENT COMPANY, LLC IN THE TOTAL AMOUNT OF \$151,629.50; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Ingram Equipment Company, LLC, relating to the purchase of one 500 gallon combination VAC trailer, in the basic amount of One Hundred Fifty-One Thousand, Six Hundred Sixty Twenty-Nine Dollars and Fifty Cents (\$151,629.50) on substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

2. The City's existing 500 combination VAC trailer is hereby declared surplus and shall be removed from the Master Audit List.

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

Resolution 20-32

INGRAM EQUIPMENT COMPANY

ENVIRONMENTAL EQUIPMENT EXPERTS SINCE 1979

11 MONROE DRIVE
PELHAM, AL 35184
800.749.8783

CUSTOMER	CITY OF PANAMA CITY BEACH	Contractor:	INGRAM EQUIPMENT COMPANY, LLC
CONTACT		Prepared By:	JEFF MARTIN
PHONE/FAX		Salesman:	STEVE CHURCHARD
CITY, STATE	PANAMA CITY BEACH, FLORIDA		
DATE	12/2/19		

BID: PANAMA CITY BEACH - PUBLIC WORKS 500 COMBINATION TRAILER

QTY.	DESCRIPTION	DESCRIPTION
1	PIPEHUNTER VACHUNTER COMBO 3544 PH4C TRAILER	
	600 GALLON DEBRIS TANK	SAFETY LANYARD EMERGENCY KILL
	HYDRAULIC REAR DOOR	ELECTRIC TROTTLER 20'
	HYDRAULIC DUMP TANK LIFT	WATER OFF/ON VALVE
	HIGH-PRESSURE BODY WASHOUT SYSTEM	750 CFM BLOWER CAUVUM
	6" ANSI FLANGE DRAIN W/BUTTERFLY VALVE	DUAL CYCLONE SEPARATOR
	LADDER ON DEBRIS TANK	VACUUM BREAKER
	FLOAT BALL LEVEL INDICATOR	36" X 4" CROWN NOZZLE W/HAT FLANGE
	HYD. ARTICULATING HOSE REEL	36" X 4" VACUUM TUBE W/HAT FLANGE
	800' X 1/2" CAPACITY HOSE REEL	48" X 4" VACUUM TUBE W/HAT FLANGE
	REEL SPEED CONTROL	6 PIPE STORAGE RACK 6"
	STANDARD LEVEL WIND	DRAWBAR, LOCKING - ALUM. 52" X 26" X 15 5"
	3" TIGER TAIL	POWERED BOOM ROTATION
	NOZZLE RACK	BOOM PENADANT CONTROL - 30' LANYARD
	15 DEGREE NOZZLE	EXTEND BOOM W/9' - 12' REACH FROM CENTER LINE
	30 DEGREE NOZZLE	LED ARROWSTICK W/CONTROL BOX
	NOZZLE SKID ASSY. 6"	(2) CORNER & (2) REAR STROBES
	10' X 1/2" LEADER HOSE	STROBE LIGHT
	400' X 1/2" JET HOSE	6" TRAILER FRAME
	DUAL 250 (500) GALLON WATER TANKS - ALUM.	DOT LIGHTING PACKAGE
	25' FILL HOSE W/STORAGE RACK	10,000 LB. BULLDOG JACK STAND
	4,000 PSI @ 25 GPM GIANT WATER PUMP	DUAL 8,000LB GVWR AXLES (16,000LB)
	WASHDOWN SYSTEM W/GUN & 25' HOSE	PINTLE HITCH
	JOHN DEERE DIESEL 115 HP FT4	TRAFFIC CONE RACK - DECK MOUNT
	ENGINE SHROUD/BLET GUARD - ALUMIN.	PIPEHUNTER SPEED LINER FRAME & REEL
	TWO (2) IGNITION KEYS	PIPEHUNTER & JOHN DEER OPERATOR'S MANUAL
	15 GAL. FUEL TANK	
	ALUMINUM CONTROL PANEL	
	DIGITAL GAUGE PACKAGE & TACHOMETER	
	LOW PRESSURE HIGH TEMP SHUTDOWN	

Subtotal A: \$ 151,629.50

B. FREIGHT/DELIVERY

F.O.B. POINT	PANAMA CITY BEACH, FL	INCLUDED
---------------------	-----------------------	-----------------

Subtotal B: \$ 151,629.50

C. Discounts/Credits (Trade-In, etc.)

Subtotal E:

TOTAL LESS TAXES \$ 151,629.50

TAXABLE AMOUNT	N/A		
STATE	0.000%		N/A
COUNTY	0.000%		N/A
CITY	0.000%		N/A
F.E.T.	12.00%		N/A

TOTAL WITH TAXES (IF APPLICABLE) \$ 151,629.50

TOTAL NET DELIVERED \$ 151,629.50

Customer Signature:		Comments: Local Taxes To Be Paid Separately By Customer
Customer PO #		Terms: Net at Delivery
Date:		

Sherry O'Neil
Sales Coordinator 12-2-19

CONSENT
AGENDA ITEM # 3

ADDENDUM ACKNOWLEDGMENT:

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO. N/A Date 12-2-19

PER UNIT BID PRICE:

Unit price for furnishing **500 Gallon Combination Trailer** in accordance with the contract Specifications as listed below:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u> (Qty x Unit Price)	* <u>Delivery Time</u>
500 Gallon Combination Trailer	<u>1</u>	<u>\$151,629.50</u>	<u>\$151,629.50</u>	<u>within 120 DAYS</u>

*Delivery time is for number of calendar days after receipt of purchase order.

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. BIDS shall be on the basis of a per unit price, as noted above, and shall be the total compensation to be paid by OWNER for the specified equipment.
3. The OWNER reserves the right to reject any and all bids received.

CONSENT
AGENDA ITEM # 3

CONSENT ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

December 12, 2019

3. REQUESTED MOTION/ACTION:

Approve the proposed Agreement with Atlantic Roofing & Exteriors, LLC for the WWTF Electrical Building Re-Roof project in the amount of \$25,500.

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 roof of the primary electrical building servicing the City Wastewater Treatment Facility on Gulf Blvd has developed minor leaks. Staff had its architectural consultant (DAG Architects) conduct an on site evaluation and they have determined the roof has reached the end of its service life. DAG prepared contract drawings and City staff prepared specifications and a bid solicitation.

The contract scope of work and documents were publicly advertised and two (2) bids were received and publicly opened on December 5, 2019. A tabulation of responsive bidders is attached. Staff reviewed the bid documents and recommends that the Lump Sum contract be awarded to the lowest responsive bidder, Atlantic Roofing & Exteriors, LLC in the amount of \$25,500. Also attached is a draft copy of the Agreement with Atlantic Roofing & Exteriors.

Funds for the project are currently available in the Utility Department budget.

CONSENT
AGENDA ITEM # 4

**BID TABULATION FOR WWTF ELECTRICAL BUILDING RE-ROOF
CITY OF PANAMA CITY BEACH
BID DATE: DECEMBER 5, 2019 2:00 P.M.**

Certified by: al Shortt
Al Shortt, P.E.
12/5/19
Date

BIDDER	BID PROPOSAL	DRUG-FREE WORKPLACE	PUBLIC ENTITY CRIMES	BASE BID
Atlantic Roofing	X	X	X	\$25,500.00
Centennial Roofing	X	X	X	\$43,250.00

CONSENT
AGENDA ITEM # 4

RESOLUTION 20-33

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ATLANTIC ROOFING & EXTERIORS, LLC, RELATING TO THE WWTF ELECTRICAL BUILDING RE-ROOF PROJECT IN THE TOTAL AMOUNT OF \$25,500.

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 Atlantic Roofing & Exteriors, LLC, relating to the re-roof of the WWTF Electrical Building, for a total amount of Twenty-Five Thousand, Five Hundred Dollars (\$25,500.00) on substantially the terms and conditions of the Agreement attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

CONSENT
AGENDA ITEM # 4

Resolution 20-33

PANAMA CITY BEACH – WWTF ELECTRICAL BUILDING RE-ROOF

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of December, 2019 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Atlantic Roofing & Exteriors., LLC., doing business as (an individual), or (a partnership), or (a corporation), having a business address of 5721 Bryan St., Greenwood, FL 32446 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of **WWTF ELECTRICAL BUILDING RE-ROOF** ("Project"), to be located at the City of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

EXHIBIT A
AGREEMENT

00050-1

CONSENT
AGENDA ITEM # 4

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing and will achieve Substantial Completion of the Work within sixty (60) consecutive calendar days, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"):

Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$200 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 25,500.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM

PANAMA CITY BEACH – WWTF ELECTRICAL BUILDING RE-ROOF

Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS

DRAWINGS prepared by the DAG Architects, Inc. numbered A-000 through A-100 and dated March 2019.

SPECIFICATIONS prepared or issued by the City of Panama City Beach dated November 2019.

ADDENDA

No. None, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

AGREEMENT

00050-3

CONSENT

AGENDA ITEM # 4

8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, UPS, DHL, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Pkwy

Panama City Beach, FL 32413
ATTENTION: _____ Holly White, Acting City Manager
Fax No.: _____ (850) 233-5108

If to Contractor:

Atlantic Roofing & Exteriors, LLC

4010 W. Newberry Rd. Suite B

Gainesville, FL 32607
ATTENTION: _____ Eric Smalley, Owner
Fax No.: _____ (888) 458-8399

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract

Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term “including” is not limiting, and the terms “hereof”, “herein”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project

Representative to be utilized by OWNER for this Project, shall be Mr. Al Shortt, P.E. – Utilities Director.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days. Except as expressly set forth in this Section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability

Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$2,000,000 Aggregate Limit

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and

unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
------------------------------------	--

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$2,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.
[Either list any required insurance (e.g. Professional Liability Insurance) or indicate that none is required at this time]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PANAMA CITY BEACH – WWTF ELECTRICAL BUILDING RE-ROOF

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: _____

(Please type)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: Atlantic Roofing & Exteriors, LLC

NAME: Eric Shane Smalley

(Please Type)

NAME _____

(Please Type)

ADDRESS: 4010 W. Newberry Rd. Suite B., Gainesville, FL 32607

[END OF SECTION 00050]

AGREEMENT

00050-11

CONSENT

AGENDA ITEM #

4

CONSENT ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Administration

2. MEETING DATE:
12/12/2019

3. REQUESTED MOTION/ACTION:
Approve Heath Advocate Contract for Employee Benefits

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)

Health Advocate is a Health Concierge and Employee Assistance Plan Platform that will assist employees with healthcare claims questions, benefit questions, confidential support for personal problems and work/life resources to make life easier and find balance. This is a new offering to all employees and expected to cost \$10,854 in the first year. The term is 3 years.

Staff recommends approval.

RESOLUTION 20-35

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HEALTH ADVOCATE, INC., RELATED TO PROFESSIONAL EMPLOYEE ASSISTANCE PROGRAM SERVICES; 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 Health Advocate, Inc., on substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

HEALTH ADVOCATE, INC.
Principal Executive Offices:
3043 Walton Road
Plymouth Meeting, PA 19462

PLAN SPONSOR AGREEMENT

This Plan Sponsor Agreement ("this Agreement") is made and entered into by and between Health Advocate, Inc. ("Health Advocate"), and **City of Panama City Beach** ("Client"), and is intended to describe their business relationship in which Health Advocate will provide administrative and informational services to all eligible employees ("Employees") of **Client**, as well as the Employees' spouse, dependents, parents and mothers and fathers in-law (collectively, "Members"). Health Advocate and Client will hereinafter collectively be referred to as "the Parties" and referred to individually each as a "Party."

1. Description of Services:

Health Advocate will provide its **Engagement Select Service** as well as **In-Person Employee Assistance Program ("EAP") Services** as more fully described on Exhibits **"A"** and **"B"** of this Agreement (collectively, "the Services").

2. Term / Termination:

- a. This Agreement shall be effective as of **January 1, 2020** (the "Effective Date").
- b. The initial term of this Agreement shall be thirty-six (36) months from the Effective Date ("the Initial Term"). Thereafter, this Agreement shall automatically renew for consecutive three (3) year terms (each a "Renewal Term") unless either Party provides written notice to the other, at least sixty (60) days before the end of the Initial Term or any Renewal Term, of its intention not to renew this Agreement. The terms and conditions of this Agreement shall apply to the Initial Term and any Renewal Term unless modified in writing by the Parties.
- c. In the event that either Party shall default in the performance of any of its material covenants, or undertakings under this Agreement, and such default shall continue and not be corrected within thirty (30) days after the receipt of written notice thereof from the non-breaching Party specifying the default and requesting correction of such default, the non-breaching Party may terminate this Agreement by delivering written notice to such effect to the other Party, which notice shall be immediately effective upon receipt.

- d. This Agreement shall automatically terminate upon the occurrence of any of the following events: (i) the making of a general assignment for the benefit of creditors by a Party; (ii) the filing of a voluntary petition or the commencement of any proceeding by either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension; (iii) any involuntary petition or the commencement of any proceeding by or against either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension that is not dismissed within ninety (90) days of the date that it was filed or commenced; or (iv) suspension of the transaction of the usual business of either Party for a period in excess of thirty (30) days.
- e. Upon the termination or non-renewal of this Agreement and upon Client's written request, Health Advocate will destroy, without cost to Client, any Confidential Information that was received from Client pursuant to this Agreement in tangible, electronic, or other form, other than signed copies of this Agreement. Notwithstanding the foregoing, Health Advocate may retain one copy for its legal archives of any Confidential Information in its possession subject to any consent provided by or with such Member; if such Member consent does not exist such Member Confidential Information shall be subject to the confidentiality provisions of this Agreement.

3. Service Fees: Please refer to the attached Exhibit "C" for all information regarding Service Fees.

4. Confidentiality:

- a. The Parties agree to protect the privacy and confidentiality of any and all Member personal and medical information in their possession ("Confidential Information"), abiding by all applicable laws and regulations.
- b. The Parties agree to abide by the Business Associate Agreement, attached hereto as Exhibit "D" and incorporated herein by reference, which contains such terms as are required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 in effect, or as amended.
- c. Health Advocate will not use any Confidential Information for any purpose other than that for which it is provided nor will Health Advocate sell, transfer or disclose this Confidential Information for its own benefit or the benefit of others.

- d. Health Advocate agrees that it shall notify Client, as soon as practicable, but at least within ten (10) business days, following discovery of any unauthorized use or disclosure of Confidential Information, and will cooperate with Client, as necessary, to remedy such unauthorized use or disclosure by Health Advocate or any third-party and to prevent further unauthorized use.
- e. Neither Party to this Agreement shall use any confidential information, (i.e., information that by its very nature is deemed to be confidential, including confidential business information), of the other Party: (a) for its own benefit or that of any third party; (b) to the Disclosing Party's detriment; or (c) in any manner other than to perform its obligations under this Agreement.
- f. It is essential for Confidential Information, including Protected Health Information, to be maintained after the expiration of this Agreement for regulatory and other business reasons. Accordingly, Health Advocate's obligations of confidentiality with respect to Client's Confidential Information, exchanged during the Term of this Agreement, shall survive any termination or non-renewal of this Agreement.

5. Reports:

Upon request, Health Advocate will provide Client with its standard utilization report, on an annual basis.

6. Public Records: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Health Advocate is acting on behalf of City as provided under Section 119.011(2), Health Advocate agrees to also comply with that law, specifically including to:

- a. A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the City with a copy of the requested records.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

- e. IF HEALTH ADVOCATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HEALTH ADVOCATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850.233.5100, mjbossert@pcb.gov, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

7. General:

- a. Binding Agreement. This Agreement shall be fully binding upon and inure to the benefit of the legal representatives, successors in interest and permitted assigns of the Parties hereto.
- b. Entire Understanding. This Agreement, along with its attachments, constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations, and discussions of the Parties with respect to the subject matter hereof, whether written or oral; and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.
- c. Amendments to this Agreement. This Agreement may be amended only by the mutual written consent and agreement of the Parties. In addition, upon the enactment of any law or final regulation affecting the use or disclosure of Protected Health Information, or the publication of any definitive decision of a court of the United States or any state relating to any such law or the publication of any definitive interpretive policy or definitive opinion of any governmental agency charged with the enforcement of any such law or regulation, the Parties shall agree to amend this Agreement in such manner as necessary to comply with such law or regulation.
- d. No Third Party Beneficiary. Nothing in this Agreement shall be construed to give any person or entity other than the Parties any legal or equitable claim, right, or remedy; rather this Agreement is intended to be for the sole and exclusive benefit of the Parties.
- e. Assignability. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion, except that this Agreement may be assigned by either Party without such prior written consent:
 - i. to an affiliate of the assigning Party; or
 - ii. to an entity that merges with or acquires the business or stock of such Party to which this Agreement relates. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.
- f. Relationship of the Parties. This Agreement does not, nor is it intended to, create a relationship of joint venture, principal and agent or partnership between the Parties. The relationship between the Parties is and shall be that of an independent contractor. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee. Each Party acknowledges that it shall have no authority to obligate or bind the other Party in any way.

- g. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the choice of law doctrine or the conflicts of law principles of any other jurisdiction to the contrary. However, the Parties agree that, at least 45 days prior to initiating any litigation or complaint under this Agreement, they shall hold good faith informal dispute resolution meetings at a mutually agreed upon location.
- h. Dispute Resolution. The Parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism prior to resorting to litigation.
- i. Limitation of Liability.
- i. Limitation: NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY FOR EITHER PARTY IS LIMITED TO THREE TIMES THE AMOUNT PAID TO HEALTH ADVOCATE BY CLIENT FOR SERVICES DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
 - ii. Application: THE FOREGOING LIMITS ON LIABILITY WILL APPLY WHETHER THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY AND CONTRACT, EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.
 - iii. Time Limit: No cause of action which accrued more than two (2) years prior to the filing of a suit may be asserted by either Party.
- j. The Health Advocate Trademark. Client recognizes that the "Health Advocate" trademark is the sole and exclusive property of Health Advocate and will take all reasonable and appropriate measures to avoid any actions that would harm such mark. Client is not authorized to prepare or distribute any promotional or descriptive material relating to this Agreement or the Services, other than for identification and/or distribution of promotional and descriptive materials, without the prior written approval of Health Advocate. However, once consent for particular language is granted, as to Client, it need not be requested for the same language, again.

- k. Notices. All notices, demands, solicitations of consent or approval and other communications hereunder required or permitted shall be in writing and shall be deemed to have been given when: (i.) personally delivered; (ii.) upon the date documented as being received when sent by facsimile or other electronic transmission; (iii.) five (5) business days after the date when deposited in the United States mail, sent postage prepaid or by registered or certified mail, return receipt requested; or (iv.) upon the date documented as being received when sent by private courier addressed as follows:

For Client:

Lori Philput, Human Resources Director & Risk Management
City of Panama City Beach
110 S. Arnold Road, City Hall Annex, Room 204
Panama City Beach, FL 32413

Tel. No.: (850) 233-5100 ext 2409
Fax No.: (850) 233-5108
E-mail: lphilput@pcb.gov

For Health Advocate:

Matt Yost, President
Health Advocate, Inc.
3043 Walton Road
Plymouth Meeting, PA 19462

Tel. No.: (610) 397-6960
Fax No.: (610) 825-7776
E-mail: HMYost@west.com

Either Party may change its address for the receipt of notices hereunder by giving the other Party notice, as prescribed herein, of that new address.

- l. Member Awareness. Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the Services, including ongoing and frequent communication with its employees to reinforce the availability of the Services, and will assist Health Advocate by issuing periodic program reminders and other related communications.
- m. Non-Solicitation. During the Initial and any renewal Term of this Agreement and for a period of one (1) year following the date of termination or non-renewal hereof, Client shall not knowingly hire, solicit, or attempt to solicit the services of any current employee of Health Advocate without the prior written consent of Health Advocate. Violation of this provision shall entitle Health Advocate to receive from Client, as liquidated damages, an amount equal to two hundred percent (200%) of the solicited person's annual compensation. This covenant against solicitation shall not be construed to prevent "blind" advertisements or mailings that are directed to the public through the use of newspaper, television, radio or the internet.

- n. Limitation of Authority. Neither Party shall obligate the other Party, nor make, alter or waive any of the terms or conditions of any of the other Party's forms, policies, contracts or advertising materials, except to the extent authorized in writing by the other Party. Neither Party shall hold itself out as an employee, partner or officer of the other Party, or as an agent of the other Party or in any other manner, or for any other purpose than is set forth in this Agreement.
- o. Survival of Certain Obligations. Any obligations set forth in this Agreement that by their nature should be continuous and survive any termination or non-renewal of this Agreement including, but not limited to, the obligations regarding confidentiality and indemnification shall be continuous and shall survive any termination or non-renewal of this Agreement.
- p. Separability. Each provision of this Agreement shall be considered separable and if any provision or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- q. No Waiver of Rights, Powers and/or Remedies. The failure or delay of either Party hereto in exercising or enforcing any right, power or remedy under this Agreement, and no course of dealing between the Parties hereto, shall be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- r. Reserved Rights. Health Advocate explicitly reserves the right to discontinue or withdraw from sale, modify, change, or amend any product, program or Service described in this Agreement, if it is determined by Health Advocate, in its sole discretion, to be necessary to do so based, for example, on a change in the legislative or regulatory environment in which Health Advocate operates.
- s. Titles. All section titles or captions contained in this Agreement are for convenience only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof and shall not be deemed part of the text of this Agreement.
- t. Interpretation. The Parties hereto acknowledge and agree that (i) the rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms and provisions of this Agreement; and (ii) the terms and provisions of this Agreement will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- u. Force Majeure. Neither Party hereto shall have any liability for delay or non-fulfillment of any terms of this Agreement caused by any cause not within such Party's reasonable control (but excluding financial inability) such as an act of God, war, riots or civil disturbance, strikes, accident, fire, transportation conditions, labor and/or material shortages, governmental controls, regulations and permits and/or embargoes.

v. Counterparts. This Agreement may be signed in counterparts, which together will constitute one Agreement.

8. Disclaimer:

Client acknowledges its understanding that Health Advocate provides administrative, informational and referral type services, through its employees. Health Advocate does not provide health insurance or medical services, nor does it recommend treatment. Consequently, all medical services are provided by independent healthcare practitioners, who are not employees or agents of Health Advocate.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be signed by their duly authorized representatives.

For City of Panama City Beach:

Signed: _____

Name: _____

Title: _____

Dated: _____

For Health Advocate, Inc.:

Signed: _____

Name: Matt Yost

Title: President

Dated: _____

EXHIBIT "A"

ENGAGEMENT SELECT SERVICES

Engagement Select integrates key services and tools that are specifically designed to maximize Member engagement. Program features include:

The Personal Health Advocate is typically a Registered Nurse or a person experienced in benefits and administrative issues assigned to serve the Member as soon as he/she calls to access the Services. Personal Health Advocates handle a range of issues as Members seek healthcare services and interact with providers and insurers.

- **Care Coordination:** The Personal Health Advocate helps Members coordinate care among physicians and medical institutions.
- **Medical Director and Administrative Support:** Physicians and administrative staff support the Personal Health Advocates.
- **Claims Assistance:** Personal Health Advocates help sort out and solve claims and related paperwork problems and assist Members with coverage and benefits issues.
- **Fee Negotiation:** When necessary, Health Advocate can attempt to negotiate fees with healthcare providers and review questionable bills to catch duplicative and/or erroneous charges.
- **Grievance Advice:** As appropriate, Health Advocate will provide advice and/or assistance to Members when filing a complaint or grievance with their health insurer.
- **Coverage Advantage™:** The Personal Health Advocate can help Members through the coverage review process and, when necessary, can also assist in identifying alternative coverage options.
- **RxAdvocate™:** The Personal Health Advocate can assist Members with prescription drug issues including formulary and benefit questions.
- **Medical Decision Support and Second Opinions:** Health Advocate will assist Members in understanding medical test results, diagnosis, and treatment options. Advocates may also assist in securing second opinions for medical tests and procedures.

Physician Locator: Personal Health Advocates can help Members identify physicians, hospitals, dentists and other healthcare providers for needed services.

Advocates of Excellence: Personal Health Advocates can help identify leading medical institutions, Centers of Excellence and medical providers to assist Members in need of complex medical care. Our Personal Health Advocates can also help Members schedule appointments with these providers, as required.

Health Advocate CareQuest: This Service locates resources and makes arrangements for Members in need of special services that typically fall outside the realm of traditional healthcare benefits. The Member is responsible for payment for any services that they use beyond those covered by their health insurance plan.

Integrated Call Management: Triage service in which Members are given access to a Personal Health Advocate, who can efficiently connect Members to any benefit they need, offered through the employer. Employees receive personalized assistance with healthcare and insurance related issues, all through the same toll-free number.

Engagement Platform: This mobile platform puts access to Health Advocate's suite of programs on the Member's mobile phone, tablet, or computer. The mobile Engagement Platform links preventative care and chronic condition information. Additionally, it allows for Members and Personal Health Advocates to exchange information about open cases and communicate by phone, email and text messages.

Outreach Notifications: Notifications via mobile app and email will be sent periodically to Members based on demographic information. Email addresses must be provided by the Members during registration for the Engagement Platform. Members can opt out of receiving notifications.

Annual Home Mailing: An engagement driven mailer designed to increase and maintain health engagement.

EXHIBIT "B"

IN-PERSON EMPLOYEE ASSISTANCE PROGRAM

Health Advocate will provide its In-Person Employee Assistance Program Services to Client's eligible employees and their dependents (collectively "EAP Members"). The Health Advocate EAP Service includes the following features:

1. The Health Advocate In-Person EAP Service.

- a. A 24-hour Emergency Hot Line;
- b. Unlimited Telephonic Critical Incident Stress Debriefing Support;
- c. Professional telephone evaluation for the nature and scope of employee personal problems, and referral, if needed, to appropriate professional counseling or other necessary care; this referral, which is offered by Health Advocate, may or may not be utilized by the EAP Member;
- d. In Person Sessions ("Sessions") assessment and short-term problem resolution by network of qualified EAP consultants. The number of Sessions is up to **three (3)** per issue;
- e. Video Counseling: access to confidential video counseling with a mental health counselor over their computer, laptop, tablet or smartphone with available tech support. Video counseling services are in lieu of a face to face session.
- f. Case management for in-patient and out-patient treatment; and
- g. Unlimited Telephonic Manager Consultations.

2. Access to Health Advocate Telephonic Support for Work/Life Services.

- a. Childcare: Child Care Centers, Family Child Care Homes, Nanny Agencies, Summer Camps, Babysitter Tips, Community Resources;
- b. Eldercare: Nursing Homes, Assisted-Living Facilities, Independent Living Facilities, Home Healthcare, Hospice, Respite Care, Geriatric Care Managers, Senior Centers, Adult Day Care Centers, Community Services and Resources;
- c. Legal: Family Law Issues, Real Estate, Criminal Matters, Estate Planning, Motor Vehicle, Elder Law;
- d. Financial Wellness: Debt Management, Budgeting, College Funding, Retirement Strategies, Life Insurance Needs; and
- e. Unlimited Telephonic Consultation.

3. Reporting. Upon request, annual statistical management reports will be provided to Client showing aggregate EAP activity.

4. Employee Awareness. Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the EAP Services, including providing periodic program reminders and other related communications and reinforcement of the availability of these Services.

5. On Site Services. On Site Services are available for managers and employees at a rate of \$250.00 per direct service hour for Workshops and Seminars and \$275.00 per hour for Critical Incident Stress Debriefing (CISD). Additional fees will apply for sites located outside of the continental United States. Travel and expenses are not included.

EXHIBIT "C"

HEALTH ADVOCATE SERVICE FEES

1. Client shall pay Health Advocate a total **\$2.70** per Employee per month ("PEPM") for all of the Services set forth in paragraph one, the Description of Services paragraph, of the Agreement ("Service Fees").
2. In addition to the Service Fee referenced above, Client shall also pay Health Advocate a **\$0.25** PEPM small group installation fee for groups under 100 Employee lives.
3. Service Fees apply to the first contract year only. Service Fees may increase by no more than 10% in both year two (2) and year three (3) of the Initial Term. Notice of any Service Fee increase will be provided to Client, in writing, at least ninety (90) days prior to the annual anniversary date of this Agreement.
4. Service Fees shall be paid to Health Advocate on a **quarterly** basis and shall be received by Health Advocate, on or before the first (1st) day of the month for which Services are to be provided.
5. This Service Fee is based on a minimum of **335** Employee lives during any Term.
6. Service Fees include Health Advocate's standard marketing materials including employee brochures and telephone number wallet cards shipped to a single location for distribution by Client. Other marketing materials will be provided to Client as electronic files in camera-ready format. Additional charges may apply for special requests including, but not limited to the costs associated with travel for employee meetings and/or health fairs; customized or additional educational, promotional, or marketing materials; and/or postage and shipping costs for such additional materials.
7. All Service Fees paid hereunder shall be sent with an electronic file compiled by Client containing information reasonably sufficient to permit Health Advocate to reconcile compensation payments in a timely manner.
8. Upon termination of this Agreement, payments under this section shall cease; however, Health Advocate shall be entitled to any payments due for periods or partial periods that accrued prior to the date of termination for which Health Advocate has not yet been paid.

EXHIBIT "D"

BUSINESS ASSOCIATE AGREEMENT

The Parties hereby agree as follows:

1. Definitions:

- a. *General Definitions.* Terms used but not otherwise defined in this Agreement, shall have the same meaning as those terms as set forth in the HIPAA Regulations, as defined below.
- b. *Specific Definitions.*
 - (i) "Business Associate" shall mean Health Advocate, Inc. or any of its affiliated entities.
 - (ii) "Breach" shall have the same meaning given to such term in 45 C.F.R. § 164.402.
 - (iii) "Covered Entity" shall mean all group health plans of Client and its Affiliates for which Business Associate provides services to or on behalf of, individually and/or collectively.
 - (iv) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended from time to time and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS, in effect or as amended.
 - (v) "HIPAA Regulations" shall mean the regulations issued by the U.S. Department of Health and Human Services Office for Civil Rights with respect to HIPAA privacy, security, and enforcement, as set forth in 45 CFR Parts 160 and 164, in effect or as amended.
 - (vi) "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - (vii) "Protected Health Information" and electronic Protected Health Information (together "PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Client, in connection with the performance of the Services provided pursuant to the Plan Sponsor or Services Agreement entered into by and between Business Associate and Client, to which this BAA relates. PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the Privacy Rule.

- (viii) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (ix) "Security Incident" shall have the same meaning given to such term in 45 C.F. R. § 164.304, but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate; and (ii) immaterial incidents that occur on a routine basis, such as general "pinging" or "denials of service."
- (x) "Security Rule" shall mean the Standards for Securing PHI and ePHI as required by 45 CFR §164.302-164.318.
- (xi) "Unsecured protected health information" refers to PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of Encryption or destruction.
- (xii) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

2. Obligations and Activities of Business Associate:

- a. Business Associate shall not use or further disclose PHI other than as permitted or required pursuant to the underlying Health Advocate Services Agreement and any Addendum thereto, by this BAA, as Required or permitted by Law, or as directed by the Client.
- b. Unless otherwise limited, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Business Associate may, use the PHI in its possession for the proper management and administration and to fulfill any legal responsibilities of the Business associate, de-identify any and all PHI created or received by it under this Agreement: provided that the de-identification conforms to the requirements of the Privacy Rule, and may aggregate the PHI with that of other covered entities for the purpose of providing Client with data analyses relating to the Health Care Operations of Client ; however, notwithstanding the foregoing Business Associate may not disclose the PHI of one client or covered entity to another of the clients or covered entities involved.
- c. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI as provided for by this BAA.
- d. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- e. Business Associate shall report to the Client any Breach or Security Incident of Unsecured PHI of which it becomes aware within ten (10) business days. Business Associate's report shall include all information indicated in 45 CFR § 164.410(c).

- f. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. To the extent that Company provides Electronic Protected Health Information to any agent or subcontractor, it will require the agent or subcontractor to implement reasonable safeguards to protect the Electronic Protected Health Information consistent with the terms of this Agreement.
- g. Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- h. Business Associate shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Client available to the Client, or at the request of the Client, to the Secretary in the time and manner designated by the Client or the Secretary, for purposes of the Secretary determining Client's compliance with the HIPAA Regulations.
- i. Business Associate shall provide to Client or an Individual an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, in the time and manner designated by Client.
- j. Business Associate shall retain all documentation indicated in 45 CFR § 164.530(j)(1) for the retention period in accordance with 45 CFR § 164.530(j)(2).
- k. Business Associate shall determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR §§ 164.502(b) and 164.514(d).
- l. To ensure compliance with the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164 Subpart C, Business Associate shall:
 - (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Client;
 - (ii) ensure that any agent, including a subcontractor, to whom Business Associate provides such electronic PHI agrees to enter into an Agreement with terms consistent with or substantially similar to those enumerated herein;
 - (iii) ensure that any agent, including a subcontractor, to whom Business Associate provides PHI shall implement reasonable and appropriate safeguards to protect it;
 - (iv) report immediately to the Client any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or interference with system operations in an information system of which Business Associate becomes aware; and

- (v) report to the Client the aggregate number of unauthorized access, use, disclosure, modification, or destruction of electronic PHI, or interference with system operations in an information system of which Business Associate becomes aware, no later than thirty (30) calendar days after discovery of the attempt(s).
- m. Business Associate shall comply with all security and privacy provisions of 45 CFR Part 164, and the requirements of 45 CFR § 164.504(e)(1)(ii), and shall further comply with §13401 of the American Recovery and Reinvestment Act of 2009.

3. Permitted or Required Uses and Disclosures by Business Associate:

- a. *General Use and Disclosure.* Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Client as specified in the underlying Agreement, provided that such use or disclosure of PHI would not violate the Privacy Rule, including the Minimum Necessary requirement.
- b. *Additional Use and Disclosure.*
 - (i) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate's business or to carry out the legal responsibilities of the Business Associate consistent with the provisions of 45 CFR § 164.504(e)(4)(i) and (ii). Business Associate may only disclose PHI for such purposes if:
 - 1) such disclosures are Required by Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (ii) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Client as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - (iii) Business Associate may use or disclose PHI to the extent and for purposes authorized by an Individual.
 - (iv) Business Associate may use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 CFR § 164.502(j)(1).
 - (v) Business Associate must share PHI with Client for permitted purposes, such as for audits performed by or on behalf of Client.

4. Obligations of Client:

- a. Client shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose PHI, if such changes affect Business Associate's uses or disclosures of PHI.
- b. Client shall notify Business Associate of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR § 164.522, if such changes affect Business Associate's uses or disclosures of PHI.
- c. In the event that Client requires Business Associate to share, receive or disclose PHI to another vendor for purposes of fulfilling its obligations pursuant to the Health Advocate Services Agreement, Client agrees to assist Business Associate in obtaining a confidentiality agreement with such vendor.

5. Permissible Requests by Client: Client shall not request, Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except as provided in Sections 3 (b)(i) and (ii) of this BAA.

6. Term and Termination:

- a. *Term.* The Terms and Conditions set forth in this Business Associate Agreement shall commence as of the Effective Date of the Plan Sponsor Agreement or Services Agreement, as the case may be, to which this Business Associate Agreement relates and shall terminate when all of the PHI provided by or on behalf of Client to Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with paragraph c of this Section 6.
- b. *Termination for Cause.* Upon Client's knowledge of a material breach by Business Associate of a provision of this BAA, Client shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Client, or if Business Associate has breached a material term of this Agreement and cure is not possible, Client may terminate Business Associate's services upon written notice to Business Associate.
- c. *Effect of Termination.*
 - (i) Except as provided in paragraph (c)(ii) of this Section 6, upon cancellation of Business Associate's services or termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from Client, or created or received by Business Associate on behalf of Client. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

- (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and shall limit further use or disclosure of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- (iii) Notwithstanding the expiration, cancellation or termination of Business Associate's services or this BAA, Business Associate shall retain all required documentation for the retention period as set forth in Section 2(j) of this Agreement.

7. Miscellaneous:

- a. *Regulatory References.* A reference in this BAA to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
- b. *No Third Party Beneficiary.* This BAA is intended for the sole benefit of Business Associate and Client. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever, except to the extent that the HIPAA Regulations validly requires the Secretary or any other person to be a third party beneficiary to this Agreement.
- c. *Interpretation.*
 - (i) Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits Client to comply with the HIPAA Regulations.
 - (ii) In the event of an inconsistency between the provisions of this Agreement and the HIPAA Regulations, as may be amended from time to time, as a result of interpretation by HHS, a court of competent jurisdiction, or another regulatory agency with authority to enforce HIPAA, the interpretation of HHS, or such court or other regulatory agency shall prevail.
 - (iii) In the event provisions of this Agreement differ from those mandated by the HIPAA Regulations but are nonetheless permitted by the HIPAA Regulations, the provisions of this Agreement shall control.

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

DECEMBER 12, 2019

3. REQUESTED MOTION/ACTION:

HOLD PUBLIC HEARING TO CONSIDER SECOND READING OF ORDINANCE REVISING THE CITY CODE TO PROVIDE FOR REGULAR MEETINGS OF THE COUNCIL AND EXAMINING BOARD BE HELD AT CITY HALL

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 CODE OF ORDINANCES HAVE LONG PROVIDED THAT REGULAR MEETINGS OF THE CITY COUNCIL, AND ALSO OF THE EXAMINING BOARD, BE HELD AT THE GEORGE C. COWGILL ANNEX. THIS IS THE FORMAL NAME OF THE BUILDING WHERE THE CITY COUNCIL CHAMBERS ARE LOCATED, AND WHERE THE MEETINGS OF MOST IF NOT ALL CITY BOARDS AND COMMITTEES TAKE PLACE. WITH THE OPENING OF THE NEW CITY HALL LOCATED AT 17007 PANAMA CITY BEACH PARKWAY AND THE SUBSEQUENT DEMOLITION OF THE ANNEX, STAFF RECOMMENDS THE COUNCIL REVISE ITS ORDINANCES TO REFLECT THE NEW MEETING PLACE.

THIS ORDINANCE WAS CONSIDERED AND APPROVED ON FIRST READING ON NOVEMBER 14, 2019. NOTICE OF A PUBLIC HEARING AND SECOND READING WAS PUBLISHED ON NOVEMBER 25, 2019.

STAFF RECOMMENDS APPROVAL.

AGENDA ITEM # 1

ORDINANCE NO. 1503

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO COUNCIL MEETINGS; PROVIDING THAT THE REGULAR MEETINGS OF THE CITY COUNCIL AND EXAMINING BOARD SHALL BE HELD AT CITY HALL; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance Section 2-16 of the Code of Ordinances of the City of Panama City Beach, related to Council Meetings is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 2-16. Meetings.

The regular meetings of the City Council shall be held on the second Thursday of each month beginning at 6:00 p.m. and the fourth Thursday of each month beginning at 9:00 a.m. in the ~~George C. Cowgill Annex adjacent to~~ City Hall, provided however, that the regular meeting of the City Council scheduled for the fourth Thursday in November and December may be cancelled or rescheduled by the City Council.

SECTION 2. From and after the effective date of this ordinance Section 8-49 of the Code of Ordinances of the City of Panama City Beach, related to Council Meetings is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 8-49. - Meetings.

Regular meetings of the examining board shall be held at City Hall ~~the George C. Cowgill Annex~~ at least once each month at such times as the board may by rule, from time to time, establish. Special meetings of the board may be called by the chairman or three (3) members of the board at other times and places.

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 immediately upon passage.

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of

Ord. 1503
Page 2 of 3

AGENDA ITEM # 1

_____, 2019.

MAYOR

Published in the News Herald on the 25th day of November, 2019.

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

Ord. 1503
Page 3 of 3

AGENDA ITEM # 1

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
DECEMBER 12, 2019

3. REQUESTED MOTION/ACTION:

HOLD PUBLIC HEARING TO CONSIDER SECOND READING OF ORDINANCE 1502 REQUIRING NEIGHBORHOOD PARK SPACE IN RESIDENTIAL SUBDIVISIONS INVOLVING THREE OR MORE ACRES OF LAND

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The City's Planning Board finds that the community would benefit from the creation of passive, walk to neighborhood parks. Neighborhoods with parks have been shown to have an increase in property values as prospective buyers value such amenities, and neighborhood parks facilitate physical activity which provides health benefits to the entire community.

The City's Planning Board proposes that residential subdivisions involving 3 or more acres provide at least 5% of the subdivided acreage as dedicated neighborhood park land, which shall be privately owned and maintained for the benefit of the neighborhood.

The Planning Board considered this Ordinance at their October 9, 2019 meeting and recommended approval. This ordinance was also discussed by the Planning Board and the City Council at their joint workshop on October 24, 2019. This ordinance was considered and approved on first reading on November 14, 2019. Notice of a public hearing and second reading was published on November 25, 2019.

ORDINANCE 1502

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO SUBDIVISIONS; PROVIDING THAT SUBDIVISIONS OF LAND INVOLVING 3 OR MORE ACRES OF LAND UPON WHICH A MAJORITY OF THE PROPOSED LOTS ARE INTENDED FOR RESIDENTIAL USE SHALL INCLUDE A NEIGHBORHOOD PARK SPACE; SETTING STANDARDS FOR NEIGHBORHOOD PARKS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City anticipates substantial future growth of residential subdivisions; and

WHEREAS, the City Council finds that neighborhood parks provide a wide array of benefits to residential subdivisions as well as the community at-large; and

WHEREAS, the City Council finds that neighborhood parks facilitate physical activity which provides health benefits to the entire community, increase community engagements and foster positive relationships amongst neighbors, increase property values and attract homebuyers to the area; and

WHEREAS, in order to achieve the benefits associated with parks, it is paramount that new subdivisions dedicate a portion of subdivided land for neighborhood parks; and

WHEREAS, the City Council determines that requiring five percent of new subdivided land over three acres be dedicated to neighborhood parks balances the interests of those bearing the economic costs and risks associated with real estate development with the benefits to the public health safety and welfare gained by increased park space.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.03.00 of the Land Development Code of the City of Panama City Beach related to Subdivision Design and Layout, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

4.03.00 SUBDIVISION DESIGN AND LAYOUT

4.03.01 Generally

- A.** Any division of land shall be subject to the design requirements of this section. Procedures for approval of preliminary *Plats*, final *Plats*, *Lot Splits* and improvement plans are set forth in Chapter 10.
- B.** All *New Development* shall be located on a recorded, *Platted Lot* or on a *Lot* resulting from a lawful *Lot Split*.
- C.** An existing *Lot* located within a *Subdivision* that has been approved prior to July 26, 2012 by the City Council in the form of a *Plat*, shall be allowed to be developed with a *Single Family Dwelling Unit* subject to satisfaction of *Setback* and *Building* requirements as well as all other applicable regulations.
- D.** In Bid-A-Wee 1st Addition, *Lots* less than the required minimum *Lot* size and not meeting the dimensions as approved on the adopted *Plat*, may still receive approval for a *Building Permit* provided the Planning Board finds the following conditions are satisfied:
 - 1. The *Lot* must be of a similar size and width as other *Lots* in the *Subdivision*; and
 - 2. All other applicable regulations must be satisfied.

(Ord. # 1253, 12-13-12)

4.03.02 Design Requirements

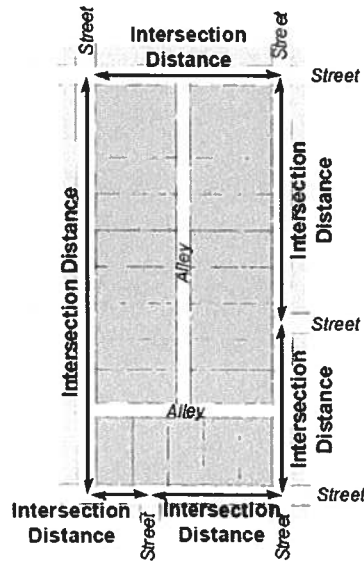
- A.** Blocks and *Lots*

1. **Block Dimensions.** Excepting locations where the City Manager determines that natural or built features preclude compliance, block length shall be regulated by intersection distance according to the requirements of Table 4.03.02.A and the following provisions:
 - (a) Intersection distance shall be the distance between two consecutive *Street* intersections as illustrated in Figure 4.03.02.A. Intersection distance shall be measured between the center lines of *Streets*. Alleys and *Driveways* shall not be considered *Streets* for the purposes of this standard. Maximum intersection distances shall not apply along *Arterial Streets*.
 - (b) For any block exceeding 500 feet in length, the Board may require one or more cross block connections for pedestrians to reduce the effective block length to 330 feet or less. Connections shall be located in public access easements measuring at least fifteen (15) feet in width and shall have paved walkways measuring at least five (5) feet in width.

Table 4.03.02.A: Block Size Standards

Zoning District	Maximum Intersection Distance
R-1a	1,200 feet
R-1b	1,200 feet
R-1c-T	1,200 feet
RO	1,200 feet
RTH	1,200 feet
R-2	1,200 feet
R-3	1,200 feet
CL	1,200 feet
CM	1,200 feet
CH	1,200 feet
TNOD	400 feet
FBO-1	660 feet
FBO-2	660 feet
FBO-3	660 feet
FBO-4	No maximum

Figure 4.03.02.A: Intersection Distance



2. *Lots* shall meet the *Lot* design requirements for the zoning district in which the *Subdivision* is proposed.
 3. *Corner Lots* for *Subdivisions* in *Residential* zoning districts shall be large enough to provide for *Front Setbacks* and side *Street Setbacks*.
 4. Each *Lot* shall have *Frontage* on and *Access* to an existing or proposed public or private *Street* or *Alley*.
 5. Double-Frontage Lots and Flag Lots shall not be allowed.
 6. *Lot Lines* shall be at right angles to *Street* lines to the maximum extent possible.
 7. No *Lot* shall be divided by a *City* boundary line.
 8. The finished grade of all *habitable space* at the *Building* location shall be a minimum of one (1) foot above the crown of the adjacent *Street* or back of curb, whichever is higher.
 9. Dead-end *Streets* (cul-de-sacs) shall be limited to forty-five (45) *Residential Lots*.
- B. Improvements**
1. The proposed *Subdivision* shall include a *Street* system consistent with the *Traffic Circulation Map* of the Comprehensive Plan, the transportation system standards set forth in section 4.04.04 and the *Street* pattern in the surrounding area.

- (a) **Streets**, sidewalks meeting the applicable requirements of section 4.04.03, curbs and gutters, streetlights and **Street** signs shall meet the minimum design and construction specifications of the Engineering Technical Manual and the provisions of this section.
- (b) The maximum pavement width shall be twenty-four (24) feet, between the valleys of the curbs unless the City Manager approves and increase to a width of up to thirty-six (36) feet.
- (c) Rights-of-way and **Street** design shall meet the requirements of section 4.04.04 and be dedicated to the **City** unless the City approves the use of private **Streets**.
- (d) Curbs and gutters shall be required for all **Streets**.
- (e) Streetlights shall be required in locations established by the **Engineering Technical Manual**.
- (f) **Street** name signs shall be required in locations established by the **Engineering Technical Manual**.
- (g) Grass or sod shall be required between the curb and sidewalk or property line. Landscaping may be used in conjunction with or as an alternative to, grass or sod provided that such landscaping complies with applicable site distance standards.
- (h) Minimum centerline radius for midblock curves shall be as follows:

Posted Speed (MPH)	Design Speed (MPH)	Centerline Radius (Feet)
25	30	250
20	25	150
15	20	80

- (i) The minimum cul-de-sac radius shall be 40 feet.
2. The proposed **Subdivision** shall provide for infrastructure improvements as set forth in Chapter 6. Each **Lot** in the **Subdivision** shall have the following services:
- (a) A source of electric power;
 - (b) A telephone service cable;
 - (c) Central potable water;
 - (d) Central sanitary sewer;
 - (e) Central reclaimed water, where such service is available within one thousand (1,000) feet and with sufficient capacity to serve the subdivision; and

- (f) Fire hydrants or fire protection, as required by the national Fire Prevention Code.
3. Equipment shall meet the following requirements for location and screening:
 - (a) Utility equipment, such as pumps, valve boxes, switching boxes, back-flow devices, but not including light poles, shall be fully screened by a wall or fence of ***Solid Face*** construction or by ***Native Vegetation*** creating a continuous screen; and
 - (b) All electric, telephone, cable television or other communication lines shall be placed underground within the right-of-way or within a recorded easement.
 4. The ***Subdivision*** design shall include provisions for resource protection as set forth in Chapter 3.
 5. The design of the ***Subdivision*** shall include provisions for utility lines within easements or the right-of-way. Such easements shall be a minimum of fifteen (15) feet for potable and reclaimed water force mains and twenty (20) feet for gravity sewer and storm drainage mains.
 6. In areas zoned for ***Residential Uses***, a ***Subdivision*** may contain a structure that is temporarily used as a model home and for conducting business directly related to the sale and promotion of ***Lots*** and houses within such ***Subdivision***. Such operations must cease when sales in said ***Subdivision*** have been completed, but not longer than two (2) years. Additional time may be granted through the conditional use process after considering the history of nuisances, structure condition and compatibility with the neighborhood.
 7. The design and layout of a subdivision may, on occasion, be adversely impacted by the presence of protected natural features such as wetlands or plant and animal species habitat. Such impact shall be considered a hardship that is eligible for a variance request when such request is the minimum necessary to overcome the identified impact of the protected natural feature.
 8. **A proposed Subdivision involving 3 or more acres of land, in which a majority of the lots are intended for the development of residential dwelling units, shall include land dedicated for a neighborhood park. Land dedicated for use as a neighborhood park shall comprise at least 5% of the acreage to be subdivided. Neighborhood parks may include, but are not limited to, sports fields, tennis courts, basketball courts, hiking and biking trails, playgrounds and other areas where members of the Subdivision may congregate for recreational uses.**
 - (a) **The land dedicated for use as a neighborhood park shall be developable uplands exclusive of required setbacks from wetland or environmental areas and shall not contain any restrictions or encumbrances that prevent its use as a**

neighborhood park. The following uses shall be excluded from the calculation of land required for the neighborhood park acreage:

- i. Clubhouses;
- ii. Floodplain mitigation areas;
- iii. Drainage/stormwater detention areas (except for drainage/stormwater detention areas used solely for required neighborhood park amenities); and
- iv. Parking areas (except for parking areas required to satisfy minimum parking requirements for neighborhood park amenities);
- v. Landscape easements;
- vi. Sidewalks; and
- vii. Pools.

(b) Land dedicated as a neighborhood park may be retained in private ownership for public use, and shall be subject to such conditions as the City may establish concerning access, use and maintenance of such lands, as deemed necessary to assure the preservation of such lands in perpetuity for their intended purposes. The owner shall execute any and all documents necessary to effect the intended purposes. Neighborhood parks may be offered to the City as a gift, and at the discretion of the City Council may be accepted upon recommendation by the Planning Board.

(c) Neighborhood parks must be continuously maintained in a safe manner. If the park is to be maintained by an association, trust or community development district, the owner shall provide documentation acceptable to the City demonstrating that such organization is governed according to the following:

1. The organization is organized by the owner and operating with the financial subsidization of the owner, if necessary, before the sale of any lots within the development.
2. Membership in the organization is mandatory for all purchasers of dwelling units therein and their successors.
3. The organization shall be responsible for maintenance of and insurance and taxes on the neighborhood parks.
4. The members of the organization shall share equitably the costs of maintaining and developing the neighborhood park in accordance with the procedures established by them.

(d) The city shall not issue any certificate of occupancy in a Subdivision to which this section applies until the Owner complies fully with this section.

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

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the

provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

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

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

Published in the News Herald on the 25th day of November, 2019.

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

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PLANNING

2. MEETING DATE:

DECEMBER 12, 2019

3. REQUESTED MOTION/ACTION:

Consider an application for the voluntary annexation of approximately 6.57 acres of land, parcel ID 34781-000-000, located at 11220 Hutchison Blvd, west of the intersection of Richard Jackson Blvd and Hutchison Blvd.

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)

William and Deborah Carr are owners of a 6.75 acre parcel on Hutchison Blvd currently located in unincorporated Bay County. The owners have applied for voluntary annexation into the City limits. The owners wish to develop apartments on the parcel. The Planning Board considered the requests at their November 13, 2019 meeting and recommended approval (4 to 3). Staff recommends approval of the requests.

ORDINANCE NO. 1504

AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY WHICH IS CONTIGUOUS TO THE CITY OF PANAMA CITY BEACH, FLORIDA, UPON PETITION OF THE OWNER OF SAID PROPERTY; ONE PARCEL LOCATED AT 11220 HUTCHISON BOULEVARD, WEST OF THE INTERSECTION OF RICHARD JACKSON BOULEVARD AND HUTCHISON BOULEVARD; PARCEL ID 34781-000-000; SAID PARCEL CONTAINING 6.57 ACRES MORE OR LESS; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, William Carr and Deborah Carr, owners of real property in an unincorporated area of Bay County which is contiguous to this City, have filed a petition praying that said real property, being more particularly described below, be annexed to this City, and

WHEREAS, the City Council of this City has determined that the petition bears the signatures of all the owners of the property in the area proposed to be annexed, and

WHEREAS, Notice of Voluntary Annexation for this property has been published in the Panama City News-Herald once a week for two (2) consecutive weeks prior to this date, the same being a newspaper of general circulation in this City.

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

Section 1. It is hereby annexed and made a part of the City of Panama City Beach, Florida, the following described lands in Bay County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Section 2. The boundary lines of the City of Panama City Beach, Florida, are redefined to include therein said tract of land.

Section 3. A map of the area to be annexed is attached.

Section 4. This ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____, 2020.

Mike Thomas, Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED by me this _____ day of _____, 2020.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 23rd and 30th days of December, 2019.

POSTED on pcb.gov.com on the _____ day of _____, 2019.

City Clerk

ATTACHMENT TO ORDINANCE NO. 1504



EXHIBIT A

The land referred to herein below is situated in the County of BAY, State of Florida, and described as follows:

Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter lying northeasterly of State Road No. 392-A, Section 35, Township 3 South, Range 16 West, Bay County Florida, less and except the right of way of State Road No. C-30-D and that portion East of the East right of way of State Road No. C-30-D.

LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County Florida; thence North 89 degrees 36 minutes 42 seconds West along the North line of said Section 35 for 1321.15 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35 for 482.38 feet to the West right-of-way line of County Road No. 3033 and the Point of Beginning; thence South 27 degrees 58 minutes 34 seconds West along said West right-of-way line for 568.88 feet to the North right-of-way line of County Road 392A; thence North 55 degrees 39 minutes 43 seconds West along said North right of way line for 640.00 feet; thence leaving said North right-of-way line North 27 degrees 58 minutes 34 seconds East parallel with said West right-of-way line for 650.00 feet; thence South 55 degrees 39 minutes 43 seconds East parallel with said North right-of-way line for 595.10 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along said West line for 96.97 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County, Florida and run North 89°36'15" West, along the North boundary line of said Section 35, 1320.98 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 35 and also being the Southeast corner of Lot 217 of Palm Cove Phase Three, as per map or plat thereof; as recorded in Plat Book 20, Pages 76 and 77 of the Public Records of Bay County, Florida for the POINT OF BEGINNING; thence from said Point of Beginning run South 00°34'58" West, along the East boundary line of the Northwest Quarter of the Northeast Quarter of said Section 35, 385.60 feet to the Northeast corner of the Equity One (Middle Beach) Inc. property as described in Official Record Book 2384, Page 1420 of the Public Records of said Bay County; thence run North 55°39'31" West 595.25 feet to the Northwest corner of said Equity One (Middle Beach) Inc. property; thence run South 27°59'14" West, along the Westerly boundary line of said Equity One (Middle Beach) Inc. property, 330.20 feet to a point; thence departing said Westerly boundary line run North 56°06'50" West 626.74 feet to a point on the Southerly boundary line of Palm Cove Phase Two, as per map of plat thereof, as recorded in Plat Book 18, Pages 55 and 56 of the Public Records of said Bay County; thence run South 89°36'20" East, along the Southerly boundary line of said Palm Cove Phase Two and its extension onto the Southerly boundary of Palm Cove Phase Three, as per map or plat thereof as recorded Plat Book 20, Pages 76 and 77 of said Public Records, 437.13 feet to a permanent reference monument for said Palm Cove Phase three; thence run South 89°35'50" East, along the South boundary line of said subdivision, 733.54 feet to the Point of Beginning.

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
DECEMBER 12, 2019

3. REQUESTED MOTION/ACTION:

William Carr and Deborah Carr have requested a small-scale plan amendment (10 acres or less) to amend the Future Land Use Map for the approximately 6.57 acres property located at 11220 Hutchison Blvd, west of the intersection of Richard Jackson Blvd and Hutchison Blvd (map and information attached) (Ord. 1505).

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 conjunction with their annexation application, the property owners request the property be designated as "Tourist" on the City's Future Land Use map. The property is currently included in Bay County's Future Land Use Map as "General Commercial". William and Deborah Carr wish to develop apartments on the voluntarily annexed property . The Planning Board considered the requests at their November 13, 2019 meeting and recommended approval (4 to 3). Staff recommends approval of the requests.

ORDINANCE NO. 1505

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS "THE 2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; ACTING UPON THE APPLICATION OF WILLIAM CARR AND DEBORAH CARR; DESIGNATING FOR TOURIST LAND USE THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 6.57 ACRES; PARCEL ID 34781-000-000; SAID PARCEL LOCATED AT 11220 HUTCHISON BOULEVARD, WEST OF THE INTERSECTION OF RICHARD JACKSON BOULEVARD AND HUTCHISON BOULEVARD, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR TOURIST DESIGNATION FOR THE PARCEL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, the City Council desires to amend the Future Land Use Map (the "FLUM") contained within the City of Panama City Beach Comprehensive Growth Development Plan to make a land use designation for a certain parcel of land voluntarily annexed into the City; and

WHEREAS, the owners of the voluntarily annexed parcel, William Carr and Deborah Carr (together, the "Applicant"), has requested that the parcel be designated as

"Tourist;" and

WHEREAS, the Panama City Beach Planning Board reviewed the land use change request, conducted a public hearing on November 13, 2019, and recommended approval of the foregoing designation by a vote of 4-3; and

WHEREAS, the Applicant and the City have agreed that the parcel should be designated "Tourist;" and

WHEREAS, the City Council conducted a public hearing and two separate readings of the Applicant's request; and

WHEREAS, on _____, the City Council conducted a properly noticed adoption hearing as required by Section 163.3184(11), Florida Statutes, and adopted this Ordinance in the course of that hearing;

WHEREAS, the subject parcels involve a use of ten (10) acres or less and the cumulative effect of the acreage for all small scale amendments adopted by the City this calendar year, including the subject parcel, does not exceed one hundred twenty (120) acres, and the subject parcel otherwise qualifies for a small scale amendment pursuant to Section 163.3187(1), Florida Statutes; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the 2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designations for the subject parcels have been met;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF

PANAMA CITY BEACH, FLORIDA:

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

SEE EXHIBIT "A" ATTACHED HERETO

and the City's Future Land Use Map is amended accordingly.

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ of _____, 2020.

Mike Thomas, Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED by me this ____ day of _____, 2020.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 23rd day of December,
2019.

POSTED on pcb.gov.com on the _____ day of _____, 2019.

City Clerk

EXHIBIT A

The land referred to herein below is situated in the County of BAY, State of Florida, and described as follows:

Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter lying northeasterly of State Road No. 392-A, Section 35, Township 3 South, Range 16 West, Bay County Florida, less and except the right of way of State Road No. C-30-D and that portion East of the East right of way of State Road No. C-30-D.

LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County Florida; thence North 89 degrees 36 minutes 42 seconds West along the North line of said Section 35 for 1321.15 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35 for 482.38 feet to the West right-of-way line of County Road No. 3033 and the Point of Beginning; thence South 27 degrees 58 minutes 34 seconds West along said West right-of-way line for 568.88 feet to the North right-of-way line of County Road 392A; thence North 55 degrees 39 minutes 43 seconds West along said North right of way line for 640.00 feet; thence leaving said North right-of-way line North 27 degrees 58 minutes 34 seconds East parallel with said West right-of-way line for 650.00 feet; thence South 55 degrees 39 minutes 43 seconds East parallel with said North right-of-way line for 595.10 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along said West line for 96.97 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County, Florida and run North 89°36'15" West, along the North boundary line of said Section 35, 1320.98 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 35 and also being the Southeast corner of Lot 217 of Palm Cove Phase Three, as per map or plat thereof; as recorded in Plat Book 20, Pages 76 and 77 of the Public Records of Bay County, Florida for the POINT OF BEGINNING; thence from said Point of Beginning run South 00°34'58" West, along the East boundary line of the Northwest Quarter of the Northeast Quarter of said Section 35, 385.50 feet to the Northeast corner of the Equity One (Middle Beach) Inc. property as described in Official Record Book 2384, Page 1420 of the Public Records of said Bay County; thence run North 55°39'31" West 595.25 feet to the Northwest corner of said Equity One (Middle Beach) Inc. property; thence run South 27°59'14" West, along the Westerly boundary line of said Equity One (Middle Beach) Inc. property, 330.20 feet to a point; thence departing said Westerly boundary line run North 56°06'50" West 626.74 feet to a point on the Southerly boundary line of Palm Cove Phase Two, as per map of plat thereof, as recorded in Plat Book 19, Pages 55 and 56 of the Public Records of said Bay County; thence run South 89°36'20" East, along the Southerly boundary line of said Palm Cove Phase Two and its extension onto the Southerly boundary of Palm Cove Phase Three, as per map or plat thereof as recorded Plat Book 20, Pages 76 and 77 of said Public Records, 437.13 feet to a permanent reference monument for said Palm Cove Phase three; thence run South 89°36'50" East, along the South boundary line of said subdivision, 733.54 feet to the Point of Beginning.

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
DECEMBER 12, 2019

3. REQUESTED MOTION/ACTION:

William and Deborah Carr have requested amending the zoning map of approximately 6.57 acres of voluntarily annexed land located at 11220 Hutchison Blvd, west of the intersection of Richard Jackson Blvd and Hutchison Blvd, to "Commerical High Intensity" (Ord 1506).

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 conjunction with their request for voluntary annexation in to the City limits, the owners of a 6.57 acre parcel on Hutchison Blvd seek a zoning map designation of "Commercial High Intensity". Under the County's current zoning map, the parcel is designated "C-2 Plaza Commercial". William and Deborah Carr wish to develop apartments on the property. The Planning Board considered the requests at their November 13, 2019 meeting and recommended approval (4 to 3). Staff recommends approval of the requests.

ORDINANCE NO. 1506

AN ORDINANCE ZONING AS COMMERCIAL HIGH INTENSITY (CH) THAT CERTAIN PARCEL OF LAND ANNEXED TO AND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA CONTAINING APPROXIMATELY 6.57 ACRES, PARCEL ID 34781-000-000; SAID PARCEL LOCATED AT 11220 HUTCHISON BOULEVARD, WEST OF THE INTERSECTION OF RICHARD JACKSON BOULEVARD AND HUTCHISON BOULEVARD, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the City Council desires to amend the zoning map of the City to designate land use districts for parcels of land voluntarily annexed into the City; and

WHEREAS, the owner of the voluntarily annexed parcel, William Carr and Deborah Carr, have requested that said parcel, being more particularly described below, be zoned as shown below; and

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

WHEREAS, the Panama City Beach Planning Board reviewed the proposed zoning change, conducted a public hearing on November 13, 2019, and recommended approval by a vote of 4-3; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on _____, the City found the requested change to be consistent with the currently applicable Comprehensive Growth

Development Plan and to reasonably accomplish a legitimate public purpose.

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

Section 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is zoned Commercial High Intensity (CH).

SEE EXHIBIT "A" ATTACHED HERETO

And the City's zoning map is amended accordingly

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

Section 3. This ordinance shall take effect immediately upon passage, and the land use changes herein shall take effect upon, and only upon, adoption by the City Council of Ordinance No. 1505 adopting a comprehensive plan amendment respecting the land which is the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ of _____, 2020.

Mike Thomas, Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED by me this ____ day of _____, 2020.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 23rd day of December, 2019.

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

City Clerk

EXHIBIT A

The land referred to herein below is situated in the County of BAY, State of Florida, and described as follows:

Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter lying northeasterly of State Road No. 392-A, Section 35, Township 3 South, Range 16 West, Bay County Florida, less and except the right of way of State Road No. C-30-D and that portion East of the East right of way of State Road No. C-30-D.

LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County Florida; thence North 89 degrees 36 minutes 42 seconds West along the North line of said Section 35 for 1321.15 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35 for 482.38 feet to the West right-of-way line of County Road No. 3033 and the Point of Beginning; thence South 27 degrees 58 minutes 34 seconds West along said West right-of-way line for 568.88 feet to the North right-of-way line of County Road 392A; thence North 55 degrees 39 minutes 43 seconds West along said North right of way line for 640.00 feet; thence leaving said North right-of-way line North 27 degrees 58 minutes 34 seconds East parallel with said West right-of-way line for 650.00 feet; thence South 55 degrees 39 minutes 43 seconds East parallel with said North right-of-way line for 595.10 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along said West line for 96.97 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County, Florida and run North 89°36'15" West, along the North boundary line of said Section 35, 1320.98 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 35 and also being the Southeast corner of Lot 217 of Palm Cove Phase Three, as per map or plat thereof; as recorded in Plat Book 20, Pages 76 and 77 of the Public Records of Bay County, Florida for the POINT OF BEGINNING; thence from said Point of Beginning run South 00°34'58" West, along the East boundary line of the Northwest Quarter of the Northeast Quarter of said Section 35, 385.50 feet to the Northeast corner of the Equity One (Middle Beach) Inc. property as described in Official Record Book 2384, Page 1420 of the Public Records of said Bay County; thence run North 55°39'31" West 595.25 feet to the Northwest corner of said Equity One (Middle Beach) Inc. property; thence run South 27°59'14" West, along the Westerly boundary line of said Equity One (Middle Beach) Inc. property, 330.20 feet to a point; thence departing said Westerly boundary line run North 56°06'50" West 626.74 feet to a point on the Southerly boundary line of Palm Cove Phase Two, as per map of plat thereof, as recorded in Plat Book 19, Pages 55 and 56 of the Public Records of said Bay County; thence run South 89°36'20" East, along the Southerly boundary line of said Palm Cove Phase Two and its extension onto the Southerly boundary of Palm Cove Phase Three, as per map or plat thereof as recorded Plat Book 20, Pages 76 and 77 of said Public Records, 437.13 feet to a permanent reference monument for said Palm Cove Phase three; thence run South 89°35'50" East, along the South boundary line of said subdivision, 733.54 feet to the Point of Beginning.

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING / MEL LEONARD

2. MEETING DATE:
DECEMBER 12, 2019

3. REQUESTED MOTION/ACTION:

HOLD A PUBLIC HEARING AND CONSIDER FIRST READING OF ORDINANCE 1507 RELATED TO INFLATABLE AMUSEMENTS ON THE SANDY GULF BEACH.

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

DURING ITS RECENT JOINT WORKSHOP, THE CITY COUNCIL AND PLANNING BOARD DISCUSSED THE GROWING PREVALANCE OF TEMPORARY INFLATABLE AMUSEMENTS BEING PLACED ON THE SANDY GULF BEACH AS AMENITIES FOR RESORT GUESTS.

ORDINANCE 1507 CREATES SUPPLEMENTAL LAND USE STANDARDS INFLATABLE AMUSEMENTS AND REQUIRES A TEMPOARAY USE PERMIT ISSUED BY THE CITY. THE ORDINANCE LIMTS THE DURATION OF TEMPORARY AMUSMENTS, PLACES INSURANCE REQUIREMENTS FOR PLACEMENT, ENSURES PROTECTION FROM SEA TURTLES NESTS, AND PROVIDES FOR SAFETY AND WIND STANDARDS.

THE PLANNING BOARD RECOMMENDED THIS ORDINANCE FOR APPROVAL AT ITS NOVEMBER 13, 2019 MEETING. STAFF RECOMMENDS APPROVAL. IF APPROVED, THIS ORDINANCE WILL BE SCHEDULED FOR SECOND READING AND ADOPTION.

ORDINANCE 1507

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO TEMPORARY USES AND STRUCTURES; ESTABLISHING CRITERIA FOR THE PLACEMENT OF INFLATABLE AMUSEMENTS ON THE SANDY GULF BEACH; 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. From and after the effective date of this ordinance, Section 5.03.07 of the Land Development Code of the City of Panama City Beach related to temporary uses and structures, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

5.03.00 TEMPORARY USES AND STRUCTURES

5.03.01 Generally

- A. Certain temporary *Uses* and structures meeting the conditions of this Chapter may be permitted to accommodate outdoor sales, festivals and entertainment, ***Portable Storage Units*** and temporary structures during construction activities – but only to the extent authorized in this section. All other temporary *Uses* and structures are prohibited.
- B. A temporary *Use* permit issued pursuant to section 10.14.02 is required prior to the establishment of a temporary *Use* or structure. Unless otherwise specified in this Code, a temporary *Use* permit shall be valid for a maximum of thirty (30) days and, unless otherwise specified in this *LDC*, may be renewed for one (1) consecutive thirty (30) day period.

(Ord. # 1250, 12-13-12; Ord. # 1268, 2-28-13)

5.03.07 Inflatable amusements on sandy Gulf Beach.

- A. Inflatable amusements may be permitted on the sandy gulf beach seaward of the seaward most Building, structure, toe of the dune, dune line or Building/structure line, subject to the provisions of this section.
- B. Inflatable amusements require a temporary use permit as provided in section 10.14.02. The City may require the applicant's submission of additional information as necessary to confirm the issuance of the permit will not be contrary to the health, safety and welfare of the public.
- C. The fee for such permit is \$250 per day. No single parcel shall be issued more than one Inflatable amusement permit within any thirty day period. Permits issued shall be valid for no longer than four consecutive days.
- D. Inflatable amusements shall not be erected or maintained within 200 feet of a turtle nest.
- E. The applicant shall provide the City with proof of insurance no later than 72 hours prior to set up of the inflatable amusement. Unless approved in writing by the City Manager or his/her designee, coverages shall include general commercial liability in the minimum amount of \$5,000,000.
- F. The applicant shall inspect or cause to be inspected the inflatable amusement upon its installation, and thereafter maintain or cause to be maintained, and safely preserve for at least one year a daily log upon which are recorded daily inspections of the inflatable amusement, by whom inspected and when. The forms for each such log shall be approved by the Chief of Police.
- G. The inflatable amusement shall be immediately deflated if winds exceed [15] mph or if lightning conditions exist within 5 miles of the location of the amusement. The amusement may not be operated on days where sustained winds are projected to exceed [15] mph between sunrise and sunset.

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

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall

become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the
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 News Herald on the 5th day of December, 2019.

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

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

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: CRA/ADMIN	2. MEETING DATE: DECEMBER 12, 2019
---	---------------------------------------

3. REQUESTED MOTION/ACTION:
APPROVE UPDATED WORK ORDER FOR SPECIAL COUNSEL MARK LAWSON, AND ADOPT BUDGET AMENDMENT TO REAPPROPRIATE FUNDS APPROVED FOR THIS PURPOSE

4. AGENDA PRESENTATION <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> CONSENT <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/>	5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/> BUDGET AMENDMENT OR N/A DETAILED BUDGET AMENDMENT ATTACHED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>
--	--

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
On July 25, 2019, the Council adopted Resolution 19-108 which approved professional services agreements for the development and implementation of a right of way assessment program together with a budget amendment to provide funding for those professional services. That Resolution approved hourly rates for Special Counsel Mark Lawson, but staff has since negotiated a lump sum amount for this work which is reflected in the Work Order attached.

Final invoices for work done by the various Assessment Professionals were not all received in FY 2019, and a budget amendment is necessary to re-appropriate the unspent funds approved by Resolution 19-108 to FY 2020.

STAFF RECOMMENDS APPROVAL.

RESOLUTION 20-34

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN UPDATED WORK ORDER AND NEGOTIATED FEE WITH MARK LAWSON RELATING TO THE DEVELOPMENT AND IMPLEMENTATION OF A RIGHT OF WAY ASSESSMENT PROGRAM, AND APPROVING A BUDGET AMENDMENT TO REAPPROPRIATE FUNDS FOR PAYMENT OF THE ASSESSMENT PROFESSIONALS PREVIOUSLY APPROVED IN RESOLUTION 19-108.

Whereas, on July 25, 2019, the Council adopted Resolution 19-108 which approved professional services agreements for the development and implementation of a right of way assessment program together with a budget amendment to provide funding for those professional services; and

Whereas, final invoices for some of this work were not received in FY 2019, and a budget amendment is necessary to re-appropriate the unspent funds approved by Resolution 19-108 to FY 2020.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Updated Work Order 2019-1 to the Professional Services Agreement dated September 1, 2017, between the City and Mark G. Lawson, P.A., related to the development and validation of a non ad valorem revenue source to provide funding for Front Beach Road Community Redevelopment Agency in a lump sum amount of Ninety Thousand Dollars (\$90,000), in substantially the form attached and presented to the Council today as Exhibit A, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment (#6) is adopted for the fiscal year beginning October 1, 2019 and ending September 30, 2020, to re-appropriate the unspent funds approved by Resolution 19-108, in

Resolution 20-34

AGENDA ITEM # 7

substantially the form attached as Exhibit B.

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 20-34

AGENDA ITEM # 7

**WORK ORDER (Updated December 2019)
No. 2019-1**

TO: Mark G. Lawson, P.A.
Attention: Mark G. Lawson and James C. Dinkins

FROM: Holly White, Finance Director and Acting City Manager
City of Panama City Beach, Florida

I have conferred with the Mario Gisbert and the City Attorney and appreciate your Firm's willingness to assist the City, its staff and advisors, as the City Council considered how to fairly and reasonably implement and place in repose the sharing of necessary expenses and costs associated with the Front Beach Road redevelopment area. This objective, using assessments in a manner supplemental to increment funding has been substantially achieved. The City has progressed well toward achieving the reasoned goal of fairly sharing these costs among the properties within the redevelopment area. Thank-you for agreeing to limit your fees through year end to a negotiated fee. This is the assured retrospective update to the original work order this Summer, so we can amend our budget, and pay your Firm. We appreciate your patience and assistance.

SCOPE OF SERVICES. In accordance with the Professional Services Agreement between the City and your firm, and direction of the City Council, Mark G. Lawson, P.A. ("MGLPA") has and has been directed and authorized to undertake the following activities:

Task 1. As necessary review and analyze relevant data and documentation including master parcel lists or summary preliminary roll-related information to be provided by others, associated budget information or projections provided by others, redevelopment plans and documents associated with the area within the City to be assessed which is to be substantially coterminous with the Front Beach Road redevelopment area, any associated interlocal agreements, redevelopment and assessment related statutes, ordinances and resolutions to be provided for review, to assist the City in determining those expenses which may be lawfully recovered through an ongoing cost recovery special assessment on a per tax parcel basis.

Task 2. Provide advice and review and comment upon the means the City uses to promptly develop a preliminary non-ad valorem assessment roll including all tax parcels proposed for assessment.

Task 3. Consider and analyze case law and general law requirements and deadlines; and collaborate with the City Attorney and other approved consultants, City staff and officials to develop and update a detailed critical events schedule including key dates for necessary actions and deliverables. This will be done with the goal and objective of imposing the assessment for FY 2019-2020 at the beginning of the Fiscal Year (October 2019) using a traditional method of collection, serve with the City Attorney as special counsel in seeking a judicial approval to use some part of the proceeds from the assessment as initially imposed to fund repayment of a capital lease or other obligation, and then promptly assisting the City in imposing the assessment for FY 2020-21 as soon as possible after January 1, 2020 using the uniform method of collection, which will be billed through the annual tax notices sent by the Tax Collector during the following month of November.

EXHIBIT A

AGENDA ITEM # 7

Task 4. Work with Dr. Owen Beitsch and Ennead, LLC, whose services are being separately secured by the City, the City Manager, and the City Attorney to review and comment upon the evidentiary executive summary report or memorandum, as necessary, or otherwise share memoranda annually, as needed, providing advice on cost allocation or budget analysis, addressing the apportionment methodology, and sharing means to comply with applicable law, evidentiary and procedural standards, and collaborate in developing a reasoned array of funding (amount) alternatives or recommendations as directed by the City Manager, with an eye toward repose and efficiently repeating the imposition of the assessment in future years.

Task 5. Prepare or update any updated ordinance, implementing resolution(s) or other documents authorizing and initiating the process required for the special assessment program.

Task 6. If requested, appear before the City Council to present any required implementing documents or resolutions.

Task 7. Advise upon and review any updates concerning the non-ad valorem assessment roll according to direction of the City Council.

Task 8. Facilitate required notices with City staff and other consultants; and at the City's request, additionally act as special counsel in association with the City Attorney and City management and review and comment upon any interactive means of roll presentation via the internet from a link shown on the City's website, and assist with assuring compliance with City directions and legal requirements.

Task 9. Assist the City with reviewing and approving the assessment roll, and thereafter as directed and agreed by work order, including the prosecution of an uncontested validation to assure the use of assessment proceeds may be employed to finance capital equipment.

Task 10. If requested, appear and assist the City Manager, City Attorney, and City Council with any public hearing to present and subsequent assessment resolutions; and, adoption thereof.

Task 11. Provide advice and counsel to assist the City in facilitating timely compliance with statutory prerequisites and reasonable local requirements necessary for collection of the assessments on the annual property tax bill.

2. **ACKNOWLEDGMENT OF USE OF NECESSARY CONSULTANTS.** The City has begun and confirms collaboration with Dr. Owen Beitsch an economist practicing with GAI Consultants, Inc. ("GAI"), and Ennead, LLC ("Ennead") for the purposes of developing and implementing the subject supplemental funding program. In such capacity, GAI and Ennead shall not be deemed clients or subcontractors of MGLPA as special counsel, but in privity with the City. This writing was prepared, in part, by special counsel or the City Attorney, and reflects mental impressions, conclusions, litigation strategies and legal theories developed and prepared in connection with anticipation of imminent civil litigation or adversarial administrative hearings and is intended to be exempt from inspection or examination as a public record until conclusion of both such litigation or adversarial administrative proceedings.

3. COMPENSATION; TERM. Fees are authorized based upon hourly rates described in the Professional Services Agreement. In addition to such rates, the Firm will be entitled to reimbursement for actual costs incurred, but not exceeding that provided by Chapter 112, Florida Statutes. These rates will not change except upon notice and acceptance by the City.

(a) Although the Firm could provide its services on an hourly time and materials basis, the Firm and City management have mutually agreed to undertake this work on a negotiated fee basis from June until December 31, 2019; and this approach has also been reviewed and recommended by the Mario Gisbert and the City Attorney as to reasonableness. However, in any event, the City shall additionally pay all reasonable costs incurred by the Firm on a monthly or periodic basis (upon provision of appropriate reimbursement back-up and detail for audit purposes).

(b) This authorization and Work Order shall continue from year to year on an as needed basis; and, unless otherwise agreed, beginning as applicable with Task 1 work beginning January 1, 2020, and each year thereafter, unless either party notifies the other in writing otherwise on or before March 1.

(c) The foregoing compensation to the Firm, does not cover amounts for published notices, printing or mailing, fees or charges of the property appraiser or tax collector, or similar expenses associated with assessment implementation, roll presentation via the internet, transcription fees or filing fees all of which will be the responsibility of the City, or any additional work not described above or for other engagements. Nor does the negotiated fee in Section 4. include any appellate work.

(d) All invoices will provide appropriate reimbursement backup and detail required by the City for audit purposes.

4. WORK ORDER BUDGET. The initial budget appropriation to pay your Firm under this Work Order shall be the negotiated fee amount of \$90,000 for professional services plus demonstrated and authorized expenses through December 31, 2019. City management acknowledged at the outset that additional fees and costs for this work order would most likely occur beyond any initial budget appropriation, and additional authorization will be required by an additional budget appropriation to complete the anticipated scope and objectives this year and in the future. Thank-you again for your cooperation, patience and continuing assistance in this matter.

Authorized and confirmed by:

Accepted:

Holly White, as Contract Administrator
Date:

/s/ Mark G. Lawson
Mark G. Lawson, P.A.
Date: as of even date

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

No. BA # 6

FUND	CRA	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	160-5901-559.31-60	Professional Services Other	55,500.00	110,000.00	165,500.00
TO	160-0000-389.90-70	Cash CF Restricted	(22,010,730.00)	(110,000.00)	(22,120,730.00)
					0.00
		Check Adjustment Totals:	(21,955,230.00)	0.00	(21,955,230.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To re-appropriate various expenditures to FY 2020 due to timing delays in the expenditure of funds; professional services in the amount of \$150,000 were budgeted in FY 2019 concurrently with the approval of Resolution 19-108 which pertained to professional services related to the development of an assessment program for the FBR CRA; due to timing delays in the expenditure of funds, it is necessary to re-appropriate \$110,000 in FY 2020 to pay the balance of the professional services not expended in FY 2019

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM # 7

REGULAR ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Holly White

2. MEETING DATE:

December 12, 2019

3. REQUESTED MOTION/ACTION:

APPOINT AN APPLICANT TO THE FIREFIGHTERS' PENSION BOARD

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

One of the City Council's appointees to the Firefighters' Pension Board resigned on December 4, 2019. The membership of the board of trustees for the plan is governed by Florida Statue 175.061(a) as well as City Ordinance No. 1157. The Council's appointee must be a legal resident of the City of Panama City Beach.

The Council recently advertised (August 2, 2019) for applicants to the Firefighters' Pension Board to fill a previous vacancy and received (2) qualified applicants. One of the applicants, Jonathan Miller, was appointed by the Council on August 22, 2019 to fill the previous vacancy. At the regularly scheduled firefighters' pension board meeting held December 5, 2019, the Board requested that Council consider filling the newly vacated seat with the other applicant who applied in August 2019, Robert DeMeester. Mr. DeMeester is currently employed by the City as a firefighter, is a legal resident of the City of Panama City Beach and has indicated he remains interested in serving on the Board. His application and resume submitted in August 2019 are attached for your review.

Staff requests that Council consider appointing Robert DeMeester to the Firefighters' Pension Board or alternatively, direct staff to solicit applications for membership on this Board. The appointee will serve out the remainder of the term through December 2021.

COMMITTEE VOLUNTEER
FIRE PENSION BOARD APPLICATION
PLEASE PRINT

NAME: Robert DeMeester

HOME ADDRESS: [REDACTED] PCB, FL, 32413

MAILING ADDRESS: [REDACTED] PCB, FL, 32413

Home Phone: [REDACTED] Business Phone: 850-266-5120 Cell: [REDACTED]

How is it best to contact you during the day? ANY TIME

E-mail Address: RDeMeester@PCBfire.com Fax Number: ---

Are you a registered voter in Bay County? Yes No

Do you currently hold an elected or appointed public office? Yes No

If yes, which one(s)? N/A

Do you have any relatives employed or contracted by the City of Panama City Beach or Bay County?

If yes, please explain: N/A

Pension Board meets once a quarter in the City Council Chambers, City Hall.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Fire Pension Board in a voluntary capacity.

[Signature]
Signature of Applicant

8/7/2019
Date

Please return the completed form to Mary Jan Bossert, at the City Manager's office in person, via email to mjbossert@pcb.gov or via fax at (850) 233-5108. **Application Deadline: Open Until Filled.**

Any questions, please phone 233-5100 and ask for Mary Jan; or email mjbossert@pcb.gov.

PLEASE ATTACH RESUME TO APPLICATION.

NOTE: THE APPLICANT MUST BE A LEGAL RESIDENT OF THE CITY.

[REDACTED]
AGENDA ITEM # ---

AGENDA ITEM # 8

ROBERT DEMEESTER

[Redacted] Panama City Beach FL 32413 H: [Redacted] rdemeester@pcbfire.com

SUMMARY

Well-trained firefighter EMT knowledgeable about tools, equipment and techniques used in firefighting. Organized in approaching all fires with safety-first mentality. Highly analytical, observant and resourceful.

Committed Firefighter with expertise in structural and high-rise fires, brush and wildland fires and dispatch operations. Offering 5 years of experience in controlling, containing and extinguishing fires in Bay County . Certified and trained professional with in-depth knowledge of applicable codes, firefighting techniques and safety procedures. Capable of providing aid to individuals of disasters, including hurricanes.

SKILLS

EXPERIENCE

- 03/2018 to Current** **Firefighter/ EMT**
City Of Panama City Beach — Panama City Beach, FL
Firefighter EMT for the city of Panama City beach fire rescue.
- 12/2014 to 03/2018** **Firefighter**
City Of Panama City — Panama City, FL
Firefighter for the city of panama city

EDUCATION AND TRAINING

 Download

 Print

 Email

A Spell Check

Resume Sections

Heading

Summary

Skills


Experience

Education and Training

TEMPLATE

Contemporary 4 

FORMATTING 

COLOR 

[Redacted]

AGENDA ITEM #

8

Holly White

From: Mary Jan Bossert
Sent: Wednesday, December 04, 2019 3:19 PM
To: Shawn Legleiter; Holly White
Subject: RE: Pension Board Resignation

Thank you Shawn. I will make note of it. We are going to discuss Upcoming Appointments, so this will be a good time to bring that up and see who is interested in the vacancy.

Thank you,
MJ

From: Shawn Legleiter <slegleiter@pcbfire.com>
Sent: Wednesday, December 4, 2019 3:17 PM
To: Holly White <hwhite@pcb.gov>; Mary Jan Bossert <mjbossert@pcb.gov.com>
Subject: Fwd: Pension Board Resignation

See below.

Shawn Legleiter EMT-P
Lieutenant/Fire Inspector
17121 Panama City Beach Parkway
Panama City Beach, FL 32413
(850)233-5054 ext. 2320
(850)630-2346 mobile
www.pcbfire.com
www.pcbgov.com

Under Florida Law, e-mail addresses and contents are public records. If you do not want your e-mail address and content released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

NOTICE: This message is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately reply to the sender that you have received this communication in error, then delete it. Thank you.

From: JJ Roberts <jroberts@pcbfire.com>
Sent: Wednesday, December 4, 2019 7:42:00 AM
To: Shawn Legleiter <slegleiter@pcbfire.com>
Subject: Pension Board Resignation

LT Leglieter,

Unfortunately this email is to inform you of my resignation of the pension board. I will be unable to attend the meeting tomorrow. Someone will need to state this information.

Get [Outlook for iOS](#)

Select Year:

The 2019 Florida Statutes

Title XII MUNICIPALITIES

Chapter 175 FIREFIGHTER PENSIONS

[View Entire Chapter](#)

175.061 Board of trustees; members; terms of office; meetings; legal entity; costs; attorney's fees.—For any municipality, special fire control district, chapter plan, local law municipality, local law special fire control district, or local law plan under this chapter:

(1) In each municipality and in each special fire control district there is hereby created a board of trustees of the firefighters' pension trust fund, which shall be solely responsible for administering the trust fund. Effective October 1, 1986, and thereafter:

(a) The membership of the board of trustees for a chapter plan consists of five members, two of whom, unless otherwise prohibited by law, must be legal residents of the municipality or special fire control district and must be appointed by the governing body of the municipality or special fire control district, and two of whom must be full-time firefighters as defined in s. [175.032](#) who are elected by a majority of the active firefighters who are members of such plan. With respect to any chapter plan or local law plan that, on January 1, 1997, allowed retired firefighters to vote in such elections, retirees may continue to vote in such elections. The fifth member shall be chosen by a majority of the previous four members as provided herein, and such person's name shall be submitted to the governing body of the municipality or special fire control district. Upon receipt of the fifth person's name, the governing body of the municipality or special fire control district shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members, shall serve as trustee for a period of 2 years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of 2 years, unless sooner replaced by the governing body at whose pleasure he or she serves, and may succeed himself or herself as a trustee. Each firefighter member shall serve as trustee for a period of 2 years, unless he or she sooner leaves the employment of the municipality or special fire control district as a firefighter, whereupon a successor shall be chosen in the same manner as an original appointment. Each firefighter may succeed himself or herself in office. The terms of office of the appointed and elected members may be amended by municipal ordinance, special act of the Legislature, or resolution adopted by the governing body of the special fire control district to extend the terms from 2 years to 4 years. The length of the terms of office shall be the same for all board members.

(b) The membership of boards of trustees for local law plans shall be as follows:

1. If a municipality or special fire control district has a pension plan for firefighters only, the provisions of paragraph (a) apply.
2. If a municipality has a pension plan for firefighters and police officers, the provisions of paragraph (a) apply, except that one member of the board must be a firefighter and one member of the board must be a police officer as defined in s. [185.02](#), respectively elected by a majority of the active firefighters or police officers who are members of the plan.
3. A board of trustees operating a local law plan on July 1, 1999, which is combined with a plan for general employees shall hold an election of the firefighters, or firefighters and police officers, if included, to determine whether a plan is to be established for firefighters only, or for firefighters and police officers where included. Based on the election results, a new board shall be established as provided in subparagraph 1. or subparagraph 2., as appropriate. The municipality or fire control district shall enact an ordinance or resolution to implement the new board by October 1, 1999. The newly established board shall take whatever action is necessary to determine

AGENDA ITEM # 8

the amount of assets attributable to firefighters, or firefighters and police officers where included. Such assets include all employer, employee, and state contributions made by or on behalf of firefighters, or firefighters and police officers where included, and any investment income derived from such contributions. All such moneys shall be transferred into the newly established retirement plan, as directed by the board.

With respect to a board of trustees operating a local law plan on June 30, 1986, this paragraph does not permit the reduction of the membership percentage of firefighters, or of firefighters and police officers where a joint or mixed fund exists. However, for the sole purpose of changing municipal representation, a municipality may by ordinance change the municipal representation on the board of trustees operating a local law plan by ordinance, only if such change does not reduce the membership percentage of firefighters, or firefighters and police officers, or the membership percentage of the municipal representation.

(c) Whenever the active firefighter membership of a closed chapter plan or closed local law plan as provided in s. 175.371 falls below 10, an active firefighter member seat may be held by either a retired member or an active firefighter member of the plan who is elected by the active and retired members of the plan. If there are no active or retired firefighters remaining in the plan or capable of serving, the remaining board members may elect an individual to serve in the active firefighter seat. Upon receipt of such person's name, the legislative body of the municipality or special fire control district shall, as a ministerial duty, appoint such person to the board of trustees. This paragraph applies only to those plans that are closed to new members under s. 175.371(2), and does not apply to any other municipality or fire control district having a chapter or local law plan.

(2) The trustees shall by a majority vote elect from their number a chair and a secretary. The secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by Florida law.

(3) The board of trustees shall meet at least quarterly each year.

(4) Each board of trustees shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

(5) In any judicial proceeding or administrative proceeding under chapter 120 brought under or pursuant to the provisions of this chapter, the prevailing party shall be entitled to recover the costs thereof, together with reasonable attorney's fees.

(6) The provisions of this section may not be altered by a participating municipality or special fire control district operating a chapter plan or local law plan under this chapter.

(7) The board of trustees may, upon written request of the retiree of the plan, or by a dependent, if authorized by the retiree or the retiree's beneficiary, authorize the plan administrator to withhold from the monthly retirement payment funds that are necessary to pay for the benefits being received through the governmental entity from which the employee retired, to pay the certified bargaining agent of the governmental entity, and to make any payments for child support or alimony. Upon the written request of the retiree of the plan, the board may also authorize the plan administrator to withhold from the retirement payment those funds necessary to pay for premiums for accident, health, and long-term care insurance for the retiree and the retiree's spouse and dependents. A retirement plan does not incur liability for participation in this permissive program if its actions are taken in good faith.

(8)(a) The board of trustees shall:

1. Provide a detailed accounting report of its expenses for each fiscal year to the plan sponsor and the Department of Management Services and make the report available to each member of the plan and post the report on the board's website, if the board has a website. The report must include all administrative expenses that, for purposes of this subsection, are expenses relating to any legal counsel, actuary, plan administrator, and all other consultants, and all travel and other expenses paid to or on behalf of the members of the board of trustees or anyone else on behalf of the plan.

2. Operate under an administrative expense budget for each fiscal year, provide a copy of the budget to the plan sponsor, and make available a copy of the budget to plan members before the beginning of the fiscal year, if

AGENDA ITEM # 8

the board of trustees amends the administrative expense budget, the board must provide a copy of the amended budget to the plan sponsor and make available a copy of the amended budget to plan members.

(b) Notwithstanding s. 175.351(2) and (3), a local law plan created by special act before May 27, 1939, must comply with the provisions of this subsection.

History.—s. 1, ch. 63-249; s. 2, ch. 81-168; s. 3, ch. 86-41; s. 15, ch. 93-193; s. 919, ch. 95-147; s. 5, ch. 99-1; s. 3, ch. 2002-66; s. 7, ch. 2004-21; s. 4, ch. 2009-97; s. 5, ch. 2011-216; s. 3, ch. 2015-39.

Copyright © 1995-2019 The Florida Legislature • [Privacy Statement](#) • [Contact Us](#)

AGENDA ITEM # 8

SECTION 2. MEMBERSHIP.

1. Conditions of Eligibility.

All Firefighters as of the Effective Date, and all future new Firefighters, shall become Members of this System as a condition of employment.

2. Designation of Beneficiary.

Each Firefighter shall complete a form prescribed by the Board designating a Beneficiary or Beneficiaries.

SECTION 3. BOARD OF TRUSTEES.

1. The sole and exclusive administration of and responsibility for the proper operation of the System and for making effective the provisions of this ordinance are hereby vested in a Board of Trustees. The Board is hereby designated as the plan administrator. The Board shall consist of five (5) Trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the Panama City Beach City Council, and two (2) of whom shall be Members of the System, who shall be elected by a majority of the Firefighters who are Members of the System. The fifth Trustee shall be chosen by a majority of the previous four (4) Trustees as provided for herein, and such person's name shall be submitted to the Panama City Beach City Council. Upon receipt of the fifth person's name, the Panama City Beach City Council shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth Trustee. The fifth Trustee shall have the same rights as each of the other four (4) Trustees appointed or elected as herein provided and shall serve a ~~two (2)~~ four (4) year term unless he sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of ~~two (2)~~ four (4) years, unless he sooner vacates the office or is sooner replaced by the Panama City Beach City Council at whose pleasure he shall serve. Each Member Trustee shall serve as Trustee for a period of ~~two (2)~~ four (4) years, unless he sooner leaves the employment of the City as a Firefighter or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office. The Board shall establish and administer the nominating and election procedures for each election. The Board shall meet at least quarterly each year. The Board shall be

a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

2. The Trustees shall, by a majority vote, elect a Chairman and a Secretary. The Secretary of the Board shall keep a complete minute book of the actions, proceedings, or hearings of the Board. The Trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

3. Each Trustee shall be entitled to one (1) vote on the Board. Three (3) affirmative votes shall be necessary for any decision by the Trustees at any meeting of the Board. A Trustee shall have the right to abstain from voting as the result of a conflict of interest provided that Trustee complies with the provisions of Section 112.3143, Florida Statutes.

4. The Board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the System. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the System shall be paid from the Fund at such rates and in such amounts as the Board shall agree.

In the event the Board chooses to use the City's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the Board.

5. The duties and responsibilities of the Board shall include, but not necessarily be limited to, the following:

- A. To construe the provisions of the System and determine all questions arising thereunder.
- B. To determine all questions relating to eligibility and membership.
- C. To determine and certify the amount of all retirement allowances or other benefits hereunder.
- D. To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the System.

- E. To distribute to Members, at regular intervals, information concerning the System.
- F. To receive and process all applications for benefits.
- G. To authorize all payments whatsoever from the Fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the System and Fund.
- H. To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the System.
- I. To perform such other duties as are required to prudently administer the System.

SECTION 4. FINANCES AND FUND MANAGEMENT.

Establishment and Operation of Fund.

1. As part of the System, there exists the Fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the System, including the assets of the prior Firefighters' Pension Plan.
2. The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board. Payment of benefits and disbursements from the Fund shall be made by the disbursing agent but only upon written authorization from the Board.
3. All funds of the Firefighters' Pension Plan may be deposited by the Board with the Treasurer of the City, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he is liable for the safekeeping of funds for the City. However, any funds so deposited with the Treasurer of the City shall be kept in a separate fund by the Treasurer or clearly identified as such funds of the Firefighters' Pension Plan. In lieu thereof, the Board shall deposit the funds of the Firefighters' Pension Plan in a qualified public depository as defined in §280.02, Florida Statutes, which depository with regard to such funds shall conform to and be bound by all of the provisions of Chapter 280, Florida Statutes. In order to fulfill its investment responsibilities as set

CITY OF PANAMA CITY BEACH PENSION BOARDS – September, 2019

GENERAL FUND BOARD MEMBERS:

Chair Holly J. White (Council 2016-2020)
Secretary Don Churchwell (Employees 2016-2020)
Kelly Jenkins (Council 2017-2021)
Kathy Younce (Employees 2017-2021)
Thomas Pate (5th Member 2017-2021)

MAILING ADDRESS:

**17007 Panama City Beach Parkway
Panama City Beach, FL 32413
(850) 233-5100**

POLICE BOARD MEMBERS:

Chair Eusebio Talamantez (Employees 2016-2020)
Secretary Robert Clifton (Council 2016-2020)
Rich McClanahan (Council 2017-2021)
Wayne Maddox (Employees 2017-2021)
Holly White (5th Member 2017-2021)

MAILING ADDRESS:

**17115 Panama City Beach Parkway
Panama City Beach, FL 32413
(850)-233-5000**

FIRE BOARD MEMBERS:

Chair Shawn Legleiter (5th Member 2017-2021)
Secretary Tim Smith (Employees 2016-2020)
J J Roberts (Council-2017-2021)
Joey Alexander (Employees 2017-2021)
Jonathan Miller (Council 2019-2020)

MAILING ADDRESS:

**17121 Panama City Beach Parkway
Panama City Beach, FL 32413
(850) 233-5120**
