

*Agenda Packet*

## 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: JANUARY 12, 2017  
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- CAMPUS PASTOR RICK YOUNG, WOODSTOCK CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILWOMAN STRANGE
- IV. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- V. PRESENTATIONS –
  - 1 JANUARY BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD PRESENTATION.
  - 2 "ARBOR DAY" PROCLAMATION AND PRESENTATION CONCERNING LONGLEAF SEEDLING PLANTING JANUARY 14, 2017 -DALE COLBY, PARKS.
- VI. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- VII. CONSENT AGENDA
  - 1 **RESOLUTION 17-23, BID AWARD- FRANK BROWN PARK CONCESSIONS AGREEMENT.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Coastal Parasail for the Frank Brown Park Concessions in the amount of \$65,700; authorizing execution and providing an immediately effective date."
  - 2\* **RESOLUTION 17-31, CRA FRONT BEACH ROAD FINANCIAL MODEL ENGAGEMENT LETTER.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Public Financial Management, Inc., in an amount not to exceed \$30,000 for development of a financial model for the Front Beach Road CRA projects."
  - 3 **RESOLUTION 17-34, BID AWARD- SOIL CONDITIONING CHEMICALS.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Southeastern Turf Grass Supply, Inc., in the amount of \$81,197 for the purchase of soil conditioning chemicals for the Aquatic Center."
  - 4 **RESOLUTION 17-38, CONSTITUTION REVISION COMMISSION SUPPORT:** "A Resolution of the City of Panama City Beach, Florida, urging the appointment of municipal officials to the 2017-2018 Constitution Revision Commission; supporting the protection of municipal home rule; supporting the positions of the Florida League of Cities, Inc.; supporting the appointment of Florida League of Cities President, Boca Raton Mayor Susan Haynie; providing an effective date."
  - 5 **RESOLUTION 17-41, RISK MANAGEMENT SERVICES PROFESSIONAL SERVICES AGREEMENT FOR PARK EVENTS.** "BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Acentria Insurance, relating to the provision of risk management services for park events, in accordance with the fee schedule set forth therein, 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."

**6 RESOLUTION 17-42, STORMWATER FIRMS RFQ RANKING.** "A Resolution of the City of Panama City Beach, Florida, authorizing the City to negotiate a Professional Services Agreement for the engineering services related to the City's Stormwater systems and facilities; and providing an immediately effective date."

**7 RESOLUTION 17-43, BID AWARD- CONSERVATION PARK TRAIL STABILIZATION 2017 PROJECT.** "A Resolution of the City of Panama City Beach, approving an Agreement with Gulf Coast Utility Contractors, LLC, in an amount not to exceed \$225,000 for the construction of the Conservation Park Trail Stabilization 2017 Project."

**8 RESOLUTION 17-44, PCB FIRE/RESCUE MUTUAL AID AGREEMENT WITH NSA PC.** "BE IT RESOLVED that the appropriate Officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and NSA PC, relating to the provision of emergency fire services, 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."

**9 RESOLUTION 17-46, GULF POWER LIGHTING AGREEMENT FOR COLONY CLUB-NAUTILUS CONNECTION PROJECT.** "BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Gulf Power Company, relating to the installation of street light poles and the associated equipment for the Colony Club-Nautilus Connection project, in the basic amount of \$37,375, in substantially the form attached and presented to the Council today, draft dated December 13, 2016, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive of such approval. "

**10 RESOLUTION 17-47, IRONMAN GULF COAST 70.3 TRIATHLON ROAD CLOSURES.** "A Resolution of the City of Panama City Beach, Florida, related to the "Ironman Gulf Coast 70.3"; authorizing temporary closure of portions of Middle Beach Road and Richard Jackson Blvd. on Saturday, May 13, 2017; authorizing careful traffic control and extraordinary usage of portions of Front Beach Road and SR 79 on May 13, 2017, for the Event; and providing an immediately effective date."

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

**NO. OFFICIAL ITEM**  
**1 MG ORDINANCE 1399, AMENDING ORDINANCE 1388, EXTENDING LOW SPEED VEHICLE MORATORIUM, 2<sup>ND</sup> READING, PUBLIC HEARING AND ADOPTION.**

**2 MG ORDINANCE 1400, MARIJUANA DISPENSING FACILITIES MORATORIUM, 2<sup>ND</sup> READING, PUBLIC HEARING, AND ADOPTION.**

**3 ML ORDINANCE 1401, ESTABLISHING FORECLOSURE REGISTRATION PROGRAM, 2<sup>ND</sup> READING, PUBLIC HEARING AND ADOPTION.**

**4 ML ORDINANCE 1402, AMENDING CHAPTER 15 FOR CARPORT REGULATIONS, 2<sup>ND</sup> READING, PUBLIC HEARING AND ADOPTION.**

**5 KJ SANDS STREET RESIDENTIAL PLAT APPROVAL, PUBLIC HEARING.**

**6 MG RESOLUTION 17-39, USE OF HALF CENT SALES TAX AND CITIZEN OVERSIGHT COMMITTEE.**

- 7 ML PLANNING BOARD APPOINTMENTS.
- 8 ML ANNUAL PLANNING BOARD CHAIRMAN APPOINTMENT.
- 9 ML ORDINANCE 1394, MAINTENANCE OF COMMUNICATION CABLES IN ROW, 1<sup>ST</sup> READING.
- 10 ML ORDINANCE 1405, AMENDING LDC REGARDING PARKING IN FBO-1 DISTRICT, DISCUSSION.
- 11 MG RESOLUTION 17-37, EDWARD BYRNE MEMORIAL JAG AWARD AND BUDGET AMENDMENT #10 REGARDING PURCHASE POLICE RADIOS.
- 12 MG RESOLUTION 17-40, 2017 PCB MARDI GRAS & MUSIC FESTIVAL BOURBON STREET PARTY & ROAD CLOSURES.
- 13 ML ORDINANCE 1406, AMENDING LDC REGARDING PERMANENT BUILDINGS, DISCUSSION.
- 14 DF APPROVAL OF PERMANENT PART-TIME INFORMATION TECHNOLOGY SPECIALIST JOB DESCRIPTION.
- 15 MG RESOLUTION 17-45, BUDGET AMENDMENT #11 FOR PROPERTY INSURANCE ADDITIONS.
- 16 MT PUBLIC COMMENTS. (Limited to Three Minutes).
- 17 AM ATTORNEY REPORT.
- 18 MG CITY MANAGER REPORT.
- 19 MT COUNCIL COMMENTS.
- 20 MT ADJOURN.

\* Action on this item is taken by both the City Council and the City of Panama City Beach Community Redevelopment Agency, jointly and concurrently.

JOHN REICHARD   X    
 PHIL CHESTER   X    
 JOSIE STRANGE   X    
 HECTOR SOLIS   X    
 MIKE THOMAS   X  

JOHN REICHARD   X    
 PHIL CHESTER   X    
 JOSIE STRANGE   X    
 HECTOR SOLIS   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.

David B. Fulk 1-9-17  
 City Clerk Date

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

David B. Fulk 1-9-17  
 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 and/or Faxed to following interested parties on: 1/9/17, 6 PM.

NEWS MEDIA

News Herald  
Bullet  
Channel 4  
Channel 7  
Channel 13  
Comcast  
WOW  
WKGC  
WLTG  
Clear Channel  
Powell Broadcasting

CONTACT

John Henderson  
Editor  
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Ken McVay  
Kay C. McWilliams  
Cil Schnitker  
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A. D. Whitehurst  
Crystal Presley  
Jeff Storey, GM

**NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE  
WWW.PCBGOV.COM UNDER "AGENDA INFORMATION".  
THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.**

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)



# PRESENTATION

1

CITY OF PANAMA CITY BEACH

# CIVIC ACHIEVEMENT AWARD

*Be It Known That*

**Nicole Lara-Cruz**

**HAS GIVEN EXCEPTIONAL SERVICE**

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

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

**Presented this 12<sup>th</sup> of January, 2017**



  
MAYOR MIKE THOMAS

1

# PRESENTATION

2



# ~Proclamation~

A PROCLAMATION DESIGNATING  
JANUARY 14, 2017  
AS "ARBOR DAY"  
IN PANAMA CITY BEACH

- WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS, this holiday, now called ARBOR DAY, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS, ARBOR DAY is now observed throughout the nation and the world; and
- WHEREAS, the City of Panama City Beach has now been designated as a "Tree City" and numerous volunteers will assemble at the Conservation Park from 10AM to 12 Noon for the annual Longleaf Tree Planting Celebration, in efforts to bring the Conservation Park back to its original state; and
- WHEREAS, our Conservation Park is a shining example of trees being planted to return the area to woodlands as they had been over a hundred years ago, for the community to enjoy.
- NOW, THEREFORE, I, Mike Thomas, by virtue of the authority vested in me as the Mayor of the City of Panama City Beach, do hereby proudly proclaim January 14, 2017 as

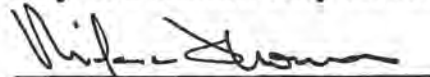
## "ARBOR DAY"

in the City of Panama City Beach, and urge our residents and visitors to celebrate Arbor Day and to support the efforts to protect our trees and woodlands. I further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City to be affixed this Twelfth of January, in the Year of Our Lord Two Thousand Seventeen.



City of Panama City Beach

  
Mike Thomas, Mayor

ATTEST:

  
Diane Fowler, City Clerk

2

Celebrating 6 Years  
of  
Arbor Day  
Longleaf Pine  
Tree Planting





2012

# 13 Girl Scouts Planted 125 Trees



With help from Joe Vanderwerff  
Bay County Forester

2



Partnering with the Florida Forest Service, for with this fun Annual event





2013

## Land is Burned and Cleared



so there is no root competition for the seedling trees







2014

January is great time of year to be out in the park





# Our Old Wagon





2015

New Covered Wagon





## Plant Them Where You Want



Only rule, green side up



2016

Over 12,000 Longleaf trees planted in 5 years



Over 100 hundred Volunteers in 2016



Groups and Organizations like the American Heritage Girls



make a great impact on the day



2017  
Our 6<sup>th</sup> Year



**ARBOR DAY**  
Longleaf Tree Planting Celebration

January 14<sup>th</sup> 2017  
10am – 12 Noon  
Tools and water  
Will be supplied

PCB Conservation Park  
100 Conservation Drive, PCB

**Parks & Recreation**  
Palm Beach County  
(850) 233-5045

The poster features a central background of a large green palm frond. Four tilted rectangular photographs are arranged around the central text, showing various groups of people participating in tree planting activities. The photos depict individuals using tools like shovels and wheelbarrows in a natural, wooded setting. The overall design is vibrant and celebratory.

2

# CONSENT AGENDA

## ITEM 1



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

January 12, 2017

3. REQUESTED MOTION/ACTION:

Parks & Recreation staff recommends the council authorize the City to contract with Coastal Parasail, the only responsive bidder, for the Frank Brown Park Concession Contract in the amount of \$65,700.

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

On December 13, 2016 the Parks and Recreation Department received two sealed bids for the "Frank Brown Park Concession Contract." The only responsive bid was from Coastal Parasail for a total contract price of \$65,700.00.

This amount will be paid to the City in three installments:

\$16,425.00 due May 1, 2017  
\$32,850.00 due September 1, 2017  
\$16,425.00 due December 1, 2017



**RESOLUTION 17-23**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH COASTAL PARASAIL FOR THE FRANK BROWN PARK CONCESSIONS IN THE AMOUNT OF \$65,700; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Coastal Parasail, relating to the provision of concessions at Frank Brown Park, in the basic annual amount of Sixty Five Thousand Seven Hundred Dollars (\$65,700), in substantially the form of the proposal attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Fowler, City Clerk

5. Proposal Form

**BID PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: December 13, 2016.

**2017 Frank Brown Park Concessions Contract**

This proposal of Coastal Parasail, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a corporation (a corporation, a partnership or an individual), is hereby submitted to the CITY OF PANAMA CITY BEACH.

By submission of this BID, each BIDDER certifies 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.

BIDDER agrees to perform all the work described in the contract for the following lump sum:  
PROPOSED BID AMOUNT (minimum of \$60,000):

\$ 65,000.00

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the City in the required form of the Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to perform the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_


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. Site investigation, if deemed necessary by the Bidder, shall be performed prior to Bid submittal.

BY: Adris Pender, Coastal Parasail, Inc. TITLE: President

ADDRESS: PO Box 18671 CITY: Panama City STATE: FL ZIP: 32417

EMAIL ADDRESS: chuteadris@aol.com

PHONE: 850-527-6335 DATE: 12/12/16

SIGNATURE - (Confirming all information above is correct) 

*Exhibit A*

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between the CITY OF PANAMA CITY BEACH, a municipal corporation in Bay County, Florida, as City, and COASTAL PARASAIL, INC., whose address is P.O. Box 18671, Panama City Beach, FL 32417, as Contractor;

WITNESSETH

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

1. The initial term of this Agreement is eleven months, and shall commence on February 1, 2017. Thereafter, the City shall have the option to renew this Concession Agreement upon the same terms and conditions for one consecutive term of one (1) year commencing February 1, 2018. Upon any failure to so renew, this Concession Agreement shall terminate.
2. Either party in its sole discretion and without cause may terminate this agreement on the first day of any calendar month by delivering written notice of termination to the other party not less than thirty (30) days prior to the date of termination. If the Contractor fails to timely and properly fulfill any obligation under this

agreement, the City may terminate this agreement by giving written notice to the Contractor of such termination and the effective date thereof.

3. Beginning on the Effective Date and throughout the term of this Agreement, Contractor shall pay to the City an annual rent amount of \$ 65,700.00, (the "annual rent") payable in three installments. 25% of the Annual Rent shall be due on or before May 1, 50% of the Annual Rent shall be due on or before September 1, 2017, and the remaining 25% by December 1, 2017. A late fee of \$25 per day will assessed beginning on the 10<sup>th</sup> of the month in which payment is due.
4. Contractor agrees to operate the Stands as concession stands from February 1 through November 30 (the "Season"). Contractor shall operate the Stands according to the schedule of events and games provided by the City. Contractor shall operate the Stands at least thirty (30) minutes prior to and ten (10) minutes after all scheduled athletic play. Contractor shall not close any Stand without the prior authorization from City in its sole discretion, which authorization shall not be unreasonably withheld. If Contractor desires to open less than all 3 concessions for certain games or days, a written request for such limited operation must be submitted to the Director of Parks and Recreation at least 72 hours prior to the scheduled event, who shall approve or deny the request within 24 hours of receipt of the request.
5. Contractor shall offer for sale food and drink, and other items normally associated with a concession stand convenient to the public using the Park; provided, however, that drinks offered for sale in the Stands shall be limited to bottled Coca-cola products. Fountain drinks are prohibited. Contractor shall provide to the City a menu of concession items to be offered at each Stand, and City reserves the right



in its sole discretion to reasonably require Contractor to discontinue the sale or rental of any item in the opinion of City constituting a nuisance or hazard at the Park or which conflicts with a sponsor of or any event at the Park. City's rights contained herein and in this Agreement shall not be construed as an obligation or duty of any nature, including a duty to monitor or supervise Contractor's business. Contractor shall not display, distribute or advertise anything which has not been approved by the City.

6. The cart permitted in the South Complex shall be limited to the provision of hot dogs, drinks and snow-cones/shaved ice. The cart must be no larger than 60" long and 49" tall, portable and walked into the brick area under the umbrella adjacent to the large pole in the South Complex. Contractor is prohibited from using a motor vehicle in this area.
7. Contractor shall not sell alcoholic beverages. Exceptions may be made for Special Tournament Events for which the sale and consumption of alcoholic beverages has been approved by the City, provided the Contractor is properly licensed by the State for such distribution and approved by the Tournament Director for such.
8. City retains responsibility of maintenance of the structure and the exterior of the concession buildings in the North Complex and Middle Grounds. City shall not be responsible for damage to any contents owned by Contractor, including inventory, on account of any failure to properly maintain the structure or building unless City fails to act reasonably after written notification by Contractor of needed maintenance.
9. All maintenance of the buildings' interiors in a clean and orderly manner shall be the responsibility of the Contractor. Contractor covenants to maintain the premises in an orderly condition at all times and to assume responsibility for daily trash or

garbage disposal. Contractor shall at all times keep the areas and spaces adjacent to and surrounding the Stands clean and free of paper, trash and refuse of any kind generated from the operation of the Stands. Cooking oils shall be properly disposed of and in no event shall be discarded into any drain, sink or toilet connected to the City's utility system. Recycling and employment of additional disposal services which reduce refuse volume are encouraged where practicable.

10. Maintenance of heating and air conditioning, plumbing, wiring and other systems or machinery owned and installed by City shall be its responsibility. Contractor must have written approval from the City prior to the installation of any equipment that requires additional electrical or plumbing, which shall only be installed at Contractor's expense. Contractor may install trade fixtures upon the approval of City's Building Inspector, in his sole discretion, as to type and manner of installation. Upon termination of this Agreement by lapse of time or otherwise, Contractor at its expense shall immediately remove any installed trade fixtures and restore the Stands to the same condition as immediately before installation.
11. Four keys to the Stands will be checked out to Contractor, and shall be returned to the City upon termination of this Agreement. Contractor will be charged \$250 for each replacement key.
12. City shall be responsible for maintenance of the equipment listed on the inventory attached and incorporated as Exhibit B, until such time as such equipment is deemed obsolete or beyond repair. Contractor shall be responsible for the acquisition, maintenance and replacement of all other equipment necessary to perform the work under this Agreement. The condition and use of the City's equipment listed on the inventory attached and incorporated as Exhibit "B" shall be inspected and verified annually each September at the end of each fiscal year.



13. City reserves the right to enter the Stands at any time for the purpose of inspection of equipment, insect control, fire prevention inspection, or similar purposes.
14. Liability insurance policy acceptable to the City, with single limits of One Million Dollars (\$1,000,000) and an aggregate limit of Three Million Dollars (\$3,000,000), covering the Stands, Contractor, and Contractor's business, shall be maintained by Contractor at all times. The policy shall name the City as an additional insured. Contractor shall be responsible for maintaining Worker's Compensation as required by the State of Florida, which policy need not name the City as an additional insured. Contractor shall be responsible for obtaining any other insurance as it may desire upon its operations, property and inventory.
15. Contractor agrees to indemnify and hold City harmless from any claim or demand by any third party arising out of Contractor's occupancy or use of the Stands. Contractor shall at all times relieve, indemnify, protect and save harmless the City, its officers, agents and employees from all claims and liability, including expenses incurred in defending against the same, that may arise from (a) the operation, maintenance, use or occupation of the Stands by Contractor; (b) the acts, omissions or negligence of Contractor, its agents, officers, employees or permittees; or (c) the failure of Contractor to observe or abide by any of the terms or conditions of this agreement or any applicable law, ordinance, rule or regulation. The obligation of Contractor to so relieve, indemnify protect and hold harmless the City, its officers, agents and employees shall continue during any periods of occupancy or holding over by Contractor, its agents, officers, employees or permittees beyond the expiration or termination of this agreement.
16. Contractor covenants to neither permit nor commit waste, and covenants to comply with all applicable Federal, State, County, and City laws, rules, and regulations,

including payment of all applicable taxes, respecting the use, operation and maintenance of the Stands, and shall pay for any and all licenses required in connection with the use, operation and maintenance of the Stands. Any license required by the Florida Department of Business and Professional Regulation for food service shall be prominently displayed in each Stand.

17. In the event of damage by storm, fire or other casualty making the premises unfit for occupancy, City shall be under no obligation to rebuild and this Agreement shall be terminated with each party relieved of responsibility to the other. If City notifies Contractor within ten (10) days of intention to rebuild, the rent shall abate during the period of restoration, which City covenants to accomplish with reasonable dispatch should it chose to rebuild.
18. Upon termination of this Agreement by lapse of time or otherwise, Contractor covenants to surrender possession of the Stands in as good a condition as received, reasonable wear and tear excepted. Contractor will be charged a \$500 cleaning fee if the Stands are not returned in good condition.
19. Contractor understands and agrees that vehicles shall not be permitted to drive through the gates into the North Complex and Middle Grounds in the period one hour before the first scheduled game and one hour after the last game. Notwithstanding the forgoing, Contractor shall be permitted to drive a golf cart into the North Complex and Middle Grounds to service and bring product to the Stands. No one shall operate a golf cart without a valid driver's license.
20. This Agreement is not assignable, and Contractor shall not transfer or sublet any right granted to Contractor under this Agreement.
21. In consideration of the rent aforesaid to be paid and the covenants contained herein, whenever Contractor is not in breach of any covenant contained herein, Contractor

is hereby granted the exclusive right to provide concession stand food, drink, and other items usually associated with a concession stand. No other commercial activity or solicitation shall be conducted on the premises.

22. If any rent required by this Agreement shall not be paid within five (5) days after the same shall become due, or should Contractor fail twice within any thirty six (36) hour period to timely open and fully operate a concession stand as required by the Agreement, or should Contractor fail to observe or perform any obligation herein mentioned within five (5) days after the receipt of written notice thereof, the tenancy and all exclusive rights created by this Agreement shall, at the option of the City, terminate, and City shall have right to immediately resume possession of the Stands for its own account, and retain or recover immediately from the Contractor rent through the end of the current month (if not already paid). The City shall also recover all expenses incurred by reason of the breach and retaking of possession, including reasonable attorney's fees.
23. BOILERPLATE STARTS HERE: All notices required or permitted hereunder shall be in writing and, together with rent payable, shall be to the City at the Parks and Recreation Department, 16200 Panama City Beach Parkway, Panama City Beach, Florida 32413, and to Contractor at the address first above stated, or to such address as to which notice shall have been given as herein provided.
24. Contractor and its employees shall at all times treat the public honestly and fairly. All sales shall be recorded by cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. At no time shall the Contractor or its employees argue or use profanity while dealing with or in the presence of the public.



25. Contractor and its employees should maintain a clean appearance and wear a uniform shirt provided by Contractor and identifying them as Contractor's employee.
26. Contractor shall permit no person to discharge, in whole or in part, any of the Contractor's obligations hereunder within the geographic boundaries of Frank Brown Park, (i) who shall have been convicted or pled guilty or *nolo contendere*, regardless of whether adjudication was withheld, of a crime against children within the five year period next preceding such discharge (a "Disqualifying Crime"), or (ii) who shall have failed to consent in writing to a criminal history background check for a Disqualifying Crime; or (iii) who is a full-time employee of the City. From time to time at City's request, Contractor shall furnish a list of the names and addresses of all persons discharging any of its obligations hereunder within the geographic boundaries of Frank Brown Park, together with evidence that Contractor has conducted a criminal background check to ensure each such person is eligible under this section to discharge Contractor's obligations within Frank Brown Park.
27. Nothing in this Agreement shall be construed so as to create the relationship of principal and agent, a partnership, joint venture, or any association whatsoever between the City and the Contractor, other than the relationship of the landlord to its tenant.
28. No modification or waiver of this Concession Agreement shall be binding unless executed in writing by both parties. No waiver or delay in the enforcement of any right or power in this Concession Agreement, and no course of dealing between the parties, shall constitute or be deemed a waiver of any other right or power contained in this Concession Agreement or a subsequent waiver of the same right or power.

29. This Concession Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

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

THE CITY:  
CITY OF PANAMA CITY BEACH

By: \_\_\_\_\_  
Mario Gisbert, City Manager

Attest: \_\_\_\_\_  
Diane Fowler, City Clerk

Signed, sealed and delivered

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:  
COASTAL PARASAIL, INC.

By: \_\_\_\_\_  
Adris Pender  
Its: President

**Exhibit A**

**(illustration of Concession Areas)**





**Exhibit B**

**(description of City inventory in Stands)**

**Equipment Inventory  
North Complex Concession:**

Qty	Description of Equipment
2	Double Deep Fat Fryer
1	Flat Top Grill
1	Three compartment sink
1	Upright Freezer
1	Refrigerator
1	Mop sink
1	Bun/Food Warmer (DD)
1	Infrared Heating Lamp
1	Ice machine
1	Handwashing sink
1	Stove/oven
2	Stainless Steel prep tables
1	Hood vent system

**Equipment Inventory  
Middle Ground Concession:**

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

# CONSENT AGENDA

## ITEM 2\*



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA/Kelly Jenkins

2. MEETING DATE:

01/12/2017

3. REQUESTED MOTION/ACTION:

Approve agreement with PFM Financial Advisors, LLC (PFM) to provide an interactive model of Front Beach Road CRA cash flow.

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 Council authorized staff to negotiate a Professional Services Agreement with the only responding Firm (PFM) to provide an interactive financial model to be used to project the CRA's cash flow needs and debt capacity through the build out and operations and maintenance of the Front Beach Road CRA.

Staff had discussions with PFM and came to an agreement for services to provide interactive financial model services in the amount not to exceed \$30,000 (see Exhibit B). The engagement letter and back up data are attached for your use. Staff recommends approval of this agreement.

CONSENT  
AGENDA ITEM #

2



**RESOLUTION 17-31**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PUBLIC FINANCIAL MANAGEMENT, INC., IN AN AMOUNT NOT TO EXCEED \$30,000 FOR DEVELOPMENT OF A FINANCIAL MODEL FOR THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AGENCY PROJECTS.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Public Financial Management, Inc., relating to the development of a financial model to project the cash flow needs and debt capacity of the City's Front Beach Road Community Redevelopment Agency Projects, for an amount not to exceed Thirty Thousand Dollars (\$30,000), in substantially the form attached and presented to the Council today, draft dated December 21, 2016, 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 \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Fowler, City Clerk

Resolution 17-31  
CONSENT  
AGENDA ITEM # \_\_\_\_\_ 2



**The PFM Group**  
Public Financial Management, Inc.  
PFM Asset Management LLC  
PFM Advisors

Lincoln Plaza  
Suite 1170  
300 S. Orange Avenue  
Orlando, FL  
32801-3470

407-648-2208  
407-648-1323 fax  
www.pfm.com

December 21, 2016

Holly White  
City Clerk  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, Florida 32413

Dear Ms. White:

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to the City of Panama City Beach, Florida (the "Client"). PFM will provide, upon request of the Client, services related to the development of an interactive long-term planning model and financial planning related to the Front Beach Road redevelopment project, as applicable and set forth in Exhibit A to this Engagement Letter.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. The Client desires to designate PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") and services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon. PFM shall not be responsible for, or have liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). Client acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. Client further agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM's Disclosure Statement delivered to Client together with this Agreement.

PFM's services will commence as soon as practicable after the execution of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and the PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by

PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall be effective from January 1, 2017 until December 31, 2017 (the "Initial Term"), shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term") and shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The following professional employees of PFM will provide the services set forth in this Engagement Letter: Jay Glover, Jeremy Niedfeldt and Natalie Newland. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.



Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties.

Please have an authorized official of the Client sign a copy of this Engagement Letter and return it to us to acknowledge the terms of this engagement.

Sincerely,

**PFM FINANCIAL ADVISORS LLC**

James W. Glover  
Managing Director

Accepted by:

City of Panama City Beach, FL

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCOPE OF SERVICES**

Services related to the development of an Interactive model of Front Beach Road redevelopment project cash flow.

**Broad components:**

- Adjustable, estimated, recurring annual O&M expense with adjustable inflation rate, adjustable annual capital expense (initial 2031 build out) with adjustable inflation rate, adjustable build out date.
- Estimated, adjustable annual revenue.

**More specifics about variables:**

- Annual O&M variable (globally adjustable for inflation):
  - Adjustable, estimated O&M cost per mile for existing road conditions based upon current level of service
    - Adjustable components identified so far:
      - Traffic Signals
      - Street lights
      - Pavement Marking
      - Resurfacing sinking fund
      - Everything not covered above (e.g., curb, gutter, stormwater, sidewalks, etc.)
  - Adjustable, estimated O&M cost per mile for redeveloped road condition based upon city level of service.
    - Traffic Signals
    - Street lights
    - Pavement Marking
    - Resurfacing sinking fund

- Landscaping
  - Trolley Lane
  - Medians
  - Crosswalks
  - Undergrounding for which city responsible
  - Everything not covered above (e.g., curb, gutter, stormwater, sidewalks, etc.)
- Adjustable, annual expense for code enforcement (demo slum structures, etc.)
- Adjustable administration
- Ability to move miles from existing condition to improved condition at will
  
- Annual, Aggregate Debt Service for New Construction
  - Estimated design and permitting costs per mile input at current values.
  - Estimated construction cost per mile input at current values
  - Adjustable construction start dates and multiple, variably sized segments
  - Adjustable cost of R/W and TCE and SW ponds per segment
  - Adjustable inflation rates for each start date
  - Adjustable interest rates for each start date
  
- Annual Income variable
  - Adjustable TIF revenue
    - Adjustable term of TIF Revenue (tied to build out date adjustment)
  - Investment earnings
  - Special assessments (initially 0)
  - User fees.



**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

PFM proposes a blended hourly fee of \$225 per hour, with a not-to-exceed fee of \$30,000 for the proposed scope. Out of pocket expenses will be billed at cost. Additional fees based on an increased scope and/or additional work not originally contemplated will be negotiated and agreed to by both PFM and the Client.

# CONSENT AGENDA

## ITEM 3



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Parks and Recreation

**2. MEETING DATE:**

January 12, 2017

**3. REQUESTED MOTION/ACTION:**

Staff recommends that the Council authorize the City to contract with the only responsive bidder, Southeastern Turf in the amount of \$81,197.00 for Soil Conditioning Chemicals.

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO

N/A

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

On November 30, 2016 the Parks and Recreation Department received one sealed bid for the purchase of "Soil Conditioning Chemicals." The only responsive bid was from Southeastern Turf for a total of \$81,197.00.

Three different chemicals were part of the bid:

JAD Global Invigorate Soil Conditioner-100 gallons: \$14,825.00  
Menefee Humate SeaMate Sprayable- 350 pounds: \$ 8,988.00  
Timac Agro Physioical 3-0-0 with SeaActive -79,200lbs  
1440 x 55 # bags- 3 deliveries of 480 bags: \$57,384.00  
Total: \$81,197.00

This purchase was planned for in the adopted 2016-2017 budget.

CONSENT  
AGENDA ITEM #

2



**RESOLUTION 17-34**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN TURF GRASS SUPPLY, INC. IN THE AMOUNT OF \$81,197 FOR THE PURCHASE OF SOIL CONDITIONING CHEMICALS FOR THE AQUATIC CENTER.

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Southeastern Turf Grass Supply, Inc., relating to the purchase of soil conditioning chemicals for Parks and Recreation, in the basic amount of Eighty One Thousand, One Hundred Ninety Seven Dollars (\$81,197), 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 \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Fowler, City Clerk

**CITY OF PANAMA CITY BEACH  
 BID TABULATION**

Bidder	Address	Information	Price
Southeastern Turf Solutions	6942 A Phillips Parkway Dr. N Jacksonville, FL 32256 9004-260-8565	Invigorate Seamates Physiocal	<b>TOTAL: \$81,197.00</b>

CONSENT  
*[Handwritten signature]*

# **BID PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: Nov. 18, 2016.

## **Soil Conditioning Chemicals**

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 chemical 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.

### **PRODUCT BID AMOUNTS:**

JAD Global Invigorate Soil Conditioner-100 gallons: \$ 14825.00

Menefee Humate SeaMate Sprayable- 350 pounds: \$ 8988.00

Timac Agro Physioical 3-0-0 with SeaActive -79,200lbs  
1440 x 55 # bags- 3 deliveries of 480 bags: \$ 57384.00

Southeastern Turf Grass Supply Inc.

BY: Jonthan C. Wicker TITLE: President

ADDRESS: 6942 APhilips Parkway Dr. N. CITY: Jacksonville STATE: FL ZIP: 32256

EMAIL ADDRESS: jcwicker@mac.com or gcarlton1@mac.com

PHONE: (904) 260-8565

SIGNATURE - (Confirming all information above is correct)



CONSENT  
AGENDA ITEM # 3



# CONSENT AGENDA

## ITEM 4



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:  
APPROVE RESOLUTION SUPPORTING LOCAL GOVERNMENT APPOINTEES TO THE CONSTITUTIONAL REVIEW COMMITTEE

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

The State Constitution provides that every 20 years a Constitutional Review Committee made up of 37 members will meet to consider constitutional amendments to be put on the ballot. The members are appointed as follows: 15 (and the Chair) by the Governor; 9 by the Speaker of the Florida House; 9 by the President of the Florida Senate; 3 by the Chief Justice of Florida Supreme Court. The Attorney General is also a member of the CRC.

The Florida League of Cities and the Florida League of Mayors is implementing a strategy to seek the appointment of a member from municipal government, in an effort to see Home Rule authority preserved and unfunded mandates prevented. In particular, these organizations are supporting the appointment of FLC President, Mayor Susan Haynie, Boca Raton, and have reached out to the City for its support of this effort.

Attached is a Resolution proposed by the Florida League of Cities requesting the appointment of municipal elected officials generally, and Susan Haynie specifically to the CRC, and confirming the City's support of proposals that protect home rule authority and restrict unfunded mandates.

If approved, the Resolution will be forwarded to Governor Scott, House Speaker Richard Corcoran and Senate President Joe Negron.

**RESOLUTION 17-38**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, URGING THE APPOINTMENT OF MUNICIPAL OFFICIALS TO THE 2017-18 CONSTITUTION REVISION COMMISSION; SUPPORTING THE PROTECTION OF MUNICIPAL HOME RULE; SUPPORTING THE POSITIONS OF THE FLORIDA LEAGUE OF CITIES, INC.; SUPPORTING THE APPOINTMENT OF FLORIDA LEAGUE OF CITIES PRESIDENT, BOCA RATON MAYOR SUSAN HAYNIE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 2 of Article XI of the Florida Constitution establishes and describes the duties, powers, structure, and function of the Constitution Revision Commission (CRC); and

**WHEREAS**, the CRC meets every 20 years, is next scheduled to meet in 2017 for the third time in the State's history, and will review and recommend changes to Florida's constitution that may appear on the 2018 General Election ballot for the consideration of Florida's voters; and

**WHEREAS**, the CRC is comprised of 37 members: the Attorney General of Florida, fifteen members appointed by the Governor, nine members appointed by the Speaker of the House, nine members appointed by the Senate President, and three members appointed by the Chief Justice of the Florida Supreme Court; and

**WHEREAS**, the City of Panama City Beach is a member of the Florida League of Cities, Inc.; and

**WHEREAS**, the Florida League of Cities, Inc. (FLC), was created in 1922 to work for the general improvements of its members, Florida's municipal governments; and

**WHEREAS**, the FLC believes local self-government is the keystone to American democracy and constitutional municipal home rule authority should be protected and expanded; and

**WHEREAS**, municipalities are the only optional form of government, created primarily to serve the needs and desires of its citizens; and

**WHEREAS**, municipalities are the governments closest to the people and are governed by the citizens who have distinguished themselves as public servants; and

**WHEREAS**, the more than 2,000 municipal elected officials, representing the 412 cities that comprise the FLC and account for more than 10 million Floridians, recognize the CRC will weigh in on a variety of proposals that potentially affect municipal home rule authority and the ability of city officials to respond to the needs and conveniences of their citizens; and

**WHEREAS**, the FLC finds it is necessary to have municipal representation on the CRC to ensure that local perspectives and concerns are adequately voiced before the CRC; and

**WHEREAS**, the City of Panama City Beach supports the positions of the FLC relating to municipal representation on the CRC.



**NOW THEREFORE BE IT RESOLVED** by the City of Panama City Beach, Florida that:

1. The City respectfully requests that Governor Rick Scott, Florida House Speaker Richard Corcoran, and Florida Senate President Joe Negron appoint municipal elected officials to serve on the 2017-18 Constitution Revision Commission (CRC).
2. The City supports the appointment of Florida League of Cities President, Boca Raton Mayor Susan Haynie, as a member of the 2017-18 CRC.
3. The City urges the CRC to adopt proposals that protect municipal home rule authority and restrict unfunded state mandates.
4. A copy of this Resolution shall be provided to Governor Rick Scott, Florida House Speaker Richard Corcoran, and Florida Senate President Joe Negron, and the Chair of the CRC (once designated).
5. This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 12th day of January, 2017.

CITY OF PANAMA CITY BEACH

By \_\_\_\_\_  
MIKE THOMAS, MAYOR

ATTEST:

\_\_\_\_\_  
DIANE FOWLER, CITY CLERK

Resolution 17-38

CONSENT  
AGENDA ITEM #

4

# CONSENT AGENDA

## ITEM 5



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

<b>1. DEPARTMENT MAKING REQUEST/NAME:</b> Parks and Recreation	<b>2. MEETING DATE:</b> January 12, 2017
---	---

**3. REQUESTED MOTION/ACTION:**  
Parks & Recreation staff recommends the council authorize the City to contract with Acentria, as the Risk Management Park Consultant for 2017.

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

**6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**  
The Parks & Recreation Department hosts a number of annual activities and events. In order to protect the City, outside contractors and event directors are required to provide insurance for each of their events and activities naming the City as additional insured. Due to each event having some type of risk potential for a claim directed back at the City, staff has reached out to a third party risk management company to assist us in making sure event directors and contractors have the proper coverage in place to protect the City's best interest.

With this agreement for services with Acentria Insurance as a third party risk management company, the questions they will be reviewing with each event director and contractor will be the following:  
a.) Insurance Requirements; b.) Does the policy meet the requirements? c.) Has the policy been changed since it was submitted?; d.) Is the policy still active or canceled since it was submitted? e.) If an event has not cleared the event site by the end of the term of their agreement, the risk management company will contact the insureds agent to confirm that the insurance has been extended to cover the additional days.

Event Directors and Contractors will now be responsible for paying an additional fee which has been adopted in the 2017 User Fees; The fees for the third party risk management will be as listed below. Tier 1 Risk Management Fee - \$35.00; Tier 2 Fee- \$55.00; Tier 3 Risk Management Fee- \$75.00 It is estimated that the City will pay approximately \$3,500.00 during the year of 2017 to Acentria for third party risk management services. The \$3,500.00 will be collected from event directors and contractors to pay for these services. A budget amendment will be prepared at a later date.

City Attorney has approved agreement for services with Acentria.

CONSENT  
AGENDA ITEM # 5



**RESOLUTION 17-41**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Acentria Insurance, relating to the provision of risk management services for park events, in accordance with the fee schedule set forth therein, 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 \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Fowler, City Clerk

Resolution 17-41  
CONSENT  
AGENDA ITEM # \_\_\_\_\_

5

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF PANAMA CITY BEACH AND ACENTRIA INSURANCE  
RELATING TO  
RISK MANAGEMENT SERVICES FOR PARK EVENTS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and Acentria Insurance. ("Consultant").

**PREMISES**

**1. SCOPE OF PROFESSIONAL SERVICES:**

The scope of services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The Consultant shall provide professional Services for the City in all phases of the Project to which this AGREEMENT applies as hereinafter provided, and shall do so within the budget established by the City and within the schedule set forth in Exhibit A. The Consultant shall perform any and all Professional Services in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the applicable profession. The City retains the Consultant to diligently, competently and timely perform the "Professional Services" in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Qualifications (RFQ), instruction to bidders, bid form, and any and all addenda, modifications and revisions thereto.

**2. COMPENSATION AND PAYMENT:**

A. Consultant's compensation for the services described in the scope of work shall be as stated in Exhibit A. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition, with prior, written authorization by City, the Consultant shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Consultant shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be maintained by the Consultant and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Consultant shall perform additional work necessary or convenient to complete the services, and which are mentioned or referenced in this Agreement. The Consultant shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Consultant. The additional

5

compensation shall be computed by the Consultant on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Consultant's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Consultant in monthly installments as set forth elsewhere in this Agreement.

D. In the event that additional outside services are required due to unforeseen conditions, the Consultant shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Consultant shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Consultant shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Consultant shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Consultant for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Consultant in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Consultant except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which work shall be outstanding, the Consultant shall submit an invoice for services rendered during that month with respect to the work performed, as follows:

1) Where a stipulated sum is specified, the City shall pay Consultant in monthly installments based upon the percentage of satisfactory completion. In support of payment, Consultant shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-involved basis, the City shall pay Consultant monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.



F. The acceptance by the Consultant, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Consultant, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

**3. TERM and SCHEDULE:**

A. The term of this Agreement shall commence on the date of execution of this Agreement by the City and continue through approval of the final reports by the City. It is also agreed that the City shall have an option for extension of this Agreement, as necessary to complete the services or to provide additional services.

B. The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the timing or delivery of the Consultant's Services. If the Consultant has been delayed in completing its Services through no fault or negligence of either the Consultant or any Specialty Consultant, and, as a result, will be unable to complete timely performance fully and satisfactorily under the provisions of this Agreement, then the Consultant shall promptly notify the City. At the City's sole discretion, and only upon the previous submittal to the City of evidence of the causes of the delay, the City may grant the Consultant an extension of its Project schedule equal to the period the Consultant was actually and necessarily delayed, subject to the City's rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

**4. CITY'S RESPONSIBILITY:**

The City shall furnish the Consultant with all existing data, plans, profiles, and other information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Consultant, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Consultant and the originals returned to the City.

**5. CITY'S DESIGNATED REPRESENTATIVE:**

It is understood and agreed that the City designates the City Engineer or her designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Consultant, and rendering in writing decisions pertaining thereto

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within a reasonable time so as not to materially delay the work of the Consultant.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

**6. CHANGES IN SCOPE:**

The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Consultant's compensation, shall not be binding unless mutually agreed upon by and between the City and the Consultant, and incorporated in written amendments to this Agreement.

**7. TERMINATION:**

A. The City may terminate this Agreement for cause upon written notice to Consultant if Consultant fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Consultant may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Consultant solely for the reasonable value of the work performed by the Consultant prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Consultant be entitled to overhead and profit on work not performed.

B. City may terminate this Agreement at any time without cause upon written notice to Consultant. Should the City terminate this Agreement without cause, City shall pay Consultant for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Consultant.

C. Termination must be by mutual agreement of the parties.

**8. INDEMNIFICATION:**

The Consultant hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant or any person employed or utilized by the Consultant in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida*

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*Statutes.* The specific consideration given for the promises of the Consultant set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Consultant, receipt whereof is hereby acknowledged and the adequacy of which the Consultant accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

**9. INSURANCE:**

A. The Consultant shall procure and maintain during the life of this Agreement insurance of the following types:

1) **Worker's Compensation:** For all of its employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Consultant shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory  
Coverage B - Employer's Liability - \$1,000,000.00

2) **Liability:** Comprehensive General Liability insurance including, but not limited to:

- a) Independent Contractor's Liability;
- b) Contractual Liability;
- c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) **Automobile Liability:** Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4) **Professional Liability:** Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate project specific coverage, or in an amount not less than \$10,000,000 per claim / \$10,000,000 annual aggregate non-project specific,

company-wide coverage.

B. Certificates of Insurance: The Consultant shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

## 10. NEGOTIATION DATA:

A. The Consultant hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement.

The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

C. Contingency Fees: The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the



contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

## 11. OWNERSHIP OF DOCUMENTS:

It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Consultant in connection with its services hereunder, and the intellectual property rights associated with all deliverables, shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Consultant shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Consultant. The City shall use reasonable efforts to notify Consultant if it uses the Consultant's project specific design documentation on any project other than the project described in the Scope of Work and Request for Statements of Qualification.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Consultant's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Consultant shall retain sole ownership to its pre-existing computer programs and software.

## 12. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Consultant shall commence upon execution of this Agreement, and upon written notice to proceed from the City Manager or his designee.

B. The Consultant agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Consultant, and of the details thereof.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Consultant which delay the project schedule completion date, the City shall grant to the Consultant in writing an extension of time equal to such delays.

D. The Consultant shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Consultant, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

**13. STANDARDS OF CONDUCT:**

A. The Consultant covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Consultant agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**14. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**

The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

**15. ASSIGNABILITY:**

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**16. INDEPENDENT CONTRACTOR:**

The Consultant is and shall remain an independent contractor and not an employee of the City.

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**17. CONTROLLING LAW AND VENUE:**

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

**18. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

**19. ATTORNEY'S FEES:**

If either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

**20. NO WAIVER:**

No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

**21. COOPERATION:**

Consultant acknowledges that the process of Consulting and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

**22. MEDIATION:**

City and Consultant agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

**23. 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 Consultant is acting on behalf of City as provided under Section 119.011(2), Consultant agrees to also comply with that law, specifically including to:

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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, DFOWLER@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413**

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,  
FLORIDA,**  
a municipal corporation

By: \_\_\_\_\_  
Mario Gisbert, City Manager

ATTEST:

\_\_\_\_\_  
Diane Fowler, City Clerk

ACENTRIA INSURANCE

\_\_\_\_\_  
WITNESS  
PRINT NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Print name:  
Its:

\_\_\_\_\_  
WITNESS  
PRINT NAME: \_\_\_\_\_

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## EXHIBIT A

### Scope of Services and Fee Schedule

The Consultant will be required to perform the following services:

Act as an independent advisor to the City; and  
Be familiar with the coverages required for various park events; and  
Develop and coordinate with City staff forms or notices to advise and educate Event directors and promoters on the City's insurance requirements for park events, as may be necessary or prudent;  
Review all certificates of insurance and other required documents provided by Event directors or promoters and assure that coverages and policies provided are consistent with and meet the City's minimum requirements, and that all coverages, terms and conditions and other conditions unique to the event are complete and accurate; and  
Review and analysis of City insurance coverage requirements and procedures to keep up with industry standards for like events; and  
Notify City staff as to state and federal regulations which may necessitate amendment of park contracts with regard to the City's risk management and insurance requirements; and  
Provide loss control services, claims administration, inquiries, and assistance as requested by the City.

#### Fee Schedule:

Tier 1 Risk Management Fee - \$35.00

Tier 2 Risk Management Fee- \$55.00

Tier 3 Risk Management Fee- \$75.00

(Tier 1) is estimated for all events that have less than 5,000 participants and spectators. (Tier 2) is estimated for all events over 5,000 participants and spectators. (Tier 3) is estimated for events that are unusual types of events with higher exposure of potential insurance claims.

# CONSENT AGENDA

## ITEM 6



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Public Works / Paul Casto

**2. MEETING DATE:**

1/12/2017

**3. REQUESTED MOTION/ACTION:**

Approve staff to accept rankings and authorize negotiation of continual professional services agreement with firm for Stormwater Engineering Services.

**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**  
BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED  Yes  No

N/A

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

The City advertised to request statements of qualifications in accordance with Florida Statute 287.055, relating to continuing professional engineering services for the overall City stormwater masterplan modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, and design of major stormwater improvements. The City received a total of four (4) Statement of Qualification (SOQ) packages in response to the advertisement. The review committee was comprised of the following five City staff members:

1. Paul Casto
2. Mel Leonard
3. Kathy Younce
4. Corky Denham
5. Don Churchwell

Four firms responded and the staff committee found them all to be both qualified and responsive. The committee members individually reviewed each of the 4 SOQ's and ranked the submittals (see Attached Exhibit A). The committee ranked Dewberry/Preble-Rish 1st. Staff would like to begin negotiations with the first ranked firm and the final Master Services Agreement will be brought back to Council for final approval. Please note that each future task order will require City Manager or City Council approval, depending on the cost of services.



**EXHIBIT A**

**PANAMA CITY BEACH STORMWATER DESIGN SERVICES RFQ 2016**

**COMMITTEE MEMBER RANK (1 is highest)**

	PC	ML	KY	CD	DC	TOTAL
<b>ENGINEERING FIRM</b>						
CPH Inc.	3	2	2	2	2	11
Gortemoller Engineering Inc.	2	3	3	3	3	14
Dewberry / Preble-Rish Inc.	1	1	1	1	1	5
Volkert	3	4	4	3	4	18

CONSENT

AGENDA ITEM #

6

**RESOLUTION 17-42**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR THE ENGINEERING SERVICES RELATED TO THE CITY'S STORMWATER SYSTEMS AND FACILITIES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

WHEREAS, the City has requested statements of qualifications from firms for engineering services for major stormwater projects; and

WHEREAS, four firms responded to the RFQ; and

WHEREAS, five city employees individually reviewed the statements of qualifications, found all firms to be qualified and responsive to the bid request, and ranked Dewberry/Preble-Rish Inc. No.1 for purposes of entering negotiations for a satisfactory contract for this work.

**BE IT RESOLVED** that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the engineering services related to the City's stormwater systems and facilities with one of the Firms in the following order of ranking:

- First - Dewberry/Preble-Rish Inc.,
- Second- CPH Inc.,
- Third- Gortemoller Engineering Inc., and
- Fourth- Volkert

and to return the negotiated Agreement to the City Council for approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
MIKE THOMAS, Mayor

**ATTEST:**

\_\_\_\_\_  
DIANE FOWLER, City Clerk

# CONSENT AGENDA

## ITEM 7





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

January 12, 2017

**3. REQUESTED MOTION/ACTION:**

Approve the construction Agreement for the Conservation Park - Trail Stabilization 2017 Project with Gulf Coast Utility Contractors, LLC. in the not-to-exceed amount of \$225,000.00.

**4. AGENDA**

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

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

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** Yes  No

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No

N/A

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

Over the past 6 years, several miles of sandy trails within Conservation Park have been stabilized to provide improved surface conditions for pedestrians and cyclists. This year's proposed project will complete the stabilization of 2.6+ miles along the outer perimeter trail for the entire park. An exhibit showing the areas recommended to be stabilized is attached for your use.

Staff prepared the bid documents and a solicitation for construction bids was publicly advertised. Five responsive bidders responded before the deadline for receipt of bids. Staff has reviewed the bids, and recommends awarding the work to the low bidder, Gulf Coast Utility Contractors, LLC in the not to exceed amount of \$225,000.00 for work completed based on the bid unit prices and the final measured quantities of work.

This project is budgeted. Also attached is a copy of the bid tabulation and a draft Agreement for your review.

WHY - To allow the City Manager to enter into a construction contract with Gulf Coast Utility Contractors, LLC.

WHAT - To allow for stabilization of an additional 2.6+ miles of trails within Conservation Park for improved public use and enjoyment.

CONSENT  
AGENDA ITEM # 7

**RESOLUTION 17-43**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC IN AN AMOUNT NOT TO EXCEED \$225,000 FOR THE CONSTRUCTION OF CONSERVATION PARK TRAIL STABILIZATION 2017 PROJECT.

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Gulf Coast Utility Contractors, LLC, relating to the Conservation Park Trail Stabilization 2017 Project, in an amount not to exceed Two Hundred Twenty Five Thousand Dollars (\$225,000), at the unit price of \$15.75 per LF for Type I Trail Stabilization, \$10.00 per LF for Type II Trail Stabilization, and \$12.50 per CY for Clean Fill, in substantially the form of the agreement attached and submitted 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 \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

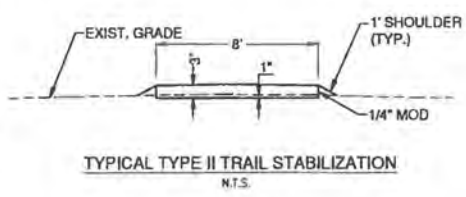
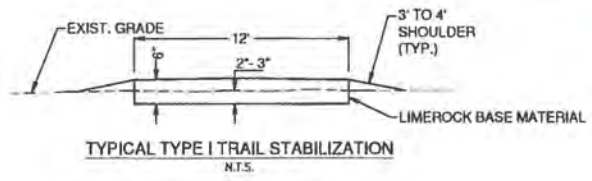
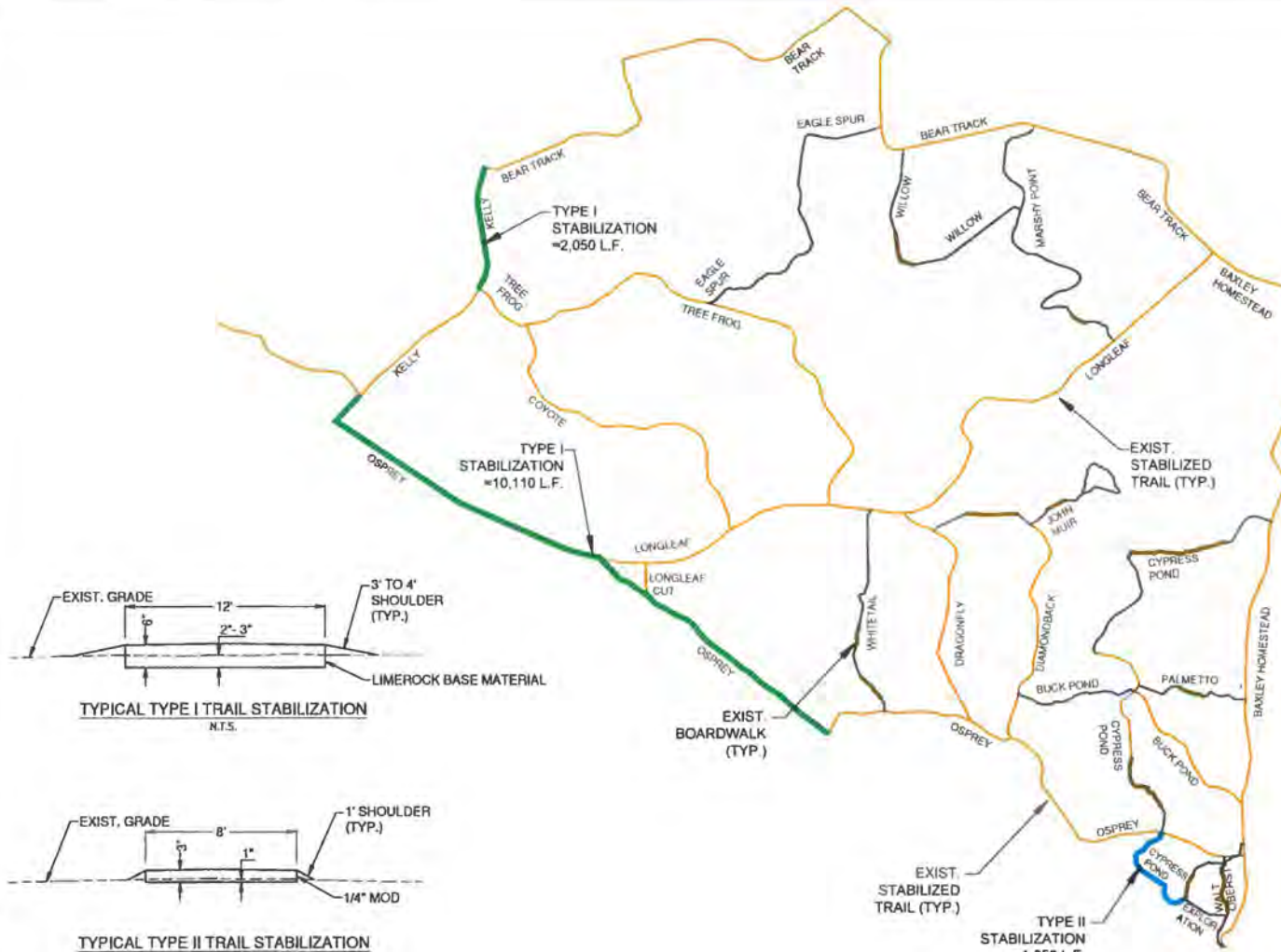
**ATTEST:**

\_\_\_\_\_  
Diane Fowler, City Clerk



**NOTES:**

1. TRAIL STABILIZATION MATERIAL FOR TYPE I SHALL BE FDOT LIMEROCK BASE SOURCED FROM A CURRENTLY FDOT APPROVED MINE, AND SHALL BE 1/4" MOD (VULCAN MATERIALS, Carrie McGraw 850-729-8830) FOR TYPE II.
2. CONTRACTOR SHALL LIGHTLY GRADE EACH EXISTING TRAIL SECTION TO PROVIDE A GENERALLY EVEN SURFACE PRIOR TO BEGINNING STABILIZATION WORK. TRAIL SECTIONS ARE CURRENTLY A MIX OF LOOSE TO MODERATELY FIRM SANDS, DEPENDING ON LOCATION.
3. THE NEED FOR IMPORTED CLEAN SAND FILL SHOULD BE ANTICIPATED IN CERTAIN STABILIZATION AREAS TO LEVEL LARGER DEPRESSIONS. PAYMENT WILL BE BY TRUCK MEASURE BASED ON DELIVERY TICKETS FOR AREAS RECEIVING FILL AS DIRECTED BY THE OWNER.
4. CONTRACTOR SHALL CUT SPECIFIED WIDTH OF TRAIL SEGMENT TO THE DEPTH INDICATED, LEAVING CUT MATERIAL GENERALLY EQUALLY BUILT UP ON EITHER SIDE OF CUT. PRIOR TO PLACING BASE MATERIAL, THE SUBGRADE SHALL BE COMPACTED WITH A ROLLER.
5. SUFFICIENT BASE MATERIAL SHALL BE PLACED IN CUT ALONG THE SEGMENT TO PRODUCE THE SPECIFIED THICKNESS AFTER COMPACTION. MATERIAL SHALL BE PLACED UPON DELIVERY IN ITS FINAL LOCATION. NO STOCKPILING OF ANY KIND WILL BE PERMITTED ON SITE.
6. THE BASE MATERIAL SHALL BE GRADED UNIFORMLY ALONG THE PLANNED TRAIL SEGMENT, ALONG WITH THE SOILS FROM THE INITIAL CUT TO PROVIDE SOIL SHOULDERS ON EITHER SIDE OF THE TRAIL SECTION.
7. ALL DISTURBED AREAS SHALL BE ROLLED WITH A 17,000 LB, 65" MACHINE (DYNAPAC 150 OR EQUAL) UNTIL THE STABILIZED TRAIL SURFACE IS FIRM AND UNYIELDING. NO SEED & MULCH IS REQUIRED. COMPACTION TESTING IS NOT REQUIRED.
8. ALL OTHER TRAILS, INCLUDING THE SAND SHOULDERS, IN THE PARK THAT ARE DISTURBED DURING CONSTRUCTION BY EQUIPMENT AND MATERIAL DELIVERIES SHALL BE GRADED BACK TO THEIR ORIGINAL CONDITION OR BETTER AT THE CONCLUSION OF THE WORK. THIS MAY REQUIRE PLACEMENT OF BASE MATERIAL IF EXISTING BASE IS DEGRADED.



NO.	DATE	BY	DESCRIPTION

DATE:	10/11/16
SCALE:	N.T.S.
DESIGNED BY:	A.E.S.
DRAWN BY:	M.A.S.
CHECKED BY:	A.E.S.
FILE NO. OF THE DRAWING	

CITY OF  
**PANAMA CITY BEACH**

110 SOUTH ARNOLD ROAD  
PANAMA CITY BEACH, FLORIDA 32413

<b>CONSERVATION PARK</b>	SHEET NUMBER
TRAIL STABILIZATION 2016	2 OF 2

AGENDA ITEM # 7  
 CONSENT



**BID TABULATION  
 CONSERVATION PARK - TRAIL STABILIZATION 2017 PROJECT**

2:00 P.M. January 5, 2017

BIDDER	ADDRESS	PUBLIC ENTITY FORM	DRUG FREE FORM	BID BOND	TYPE I TRAIL STABILIZATION UNIT COST	TYPE II TRAIL STABILIZATION UNIT COST	CLEAN FILL UNIT COST	ESTIMATED TOTAL COST BASED UPON ESTIMATED QUANTITIES
Gulf Coast Utility Contractors, Inc.	13938 Highway 77 Southport, FL 32409	X	X	X	\$15.75	\$10.00	\$12.50	\$215,650.00
C-Miles Construction, Inc.	1625 Airport Road Panama City, FL 32405	X	X	X	\$18.00	\$18.00	\$10.00	\$256,900.00
CW Roberts Contracting, Inc.	3372 Capital Circle NE Tallahassee, FL 32308	X	X	X	\$20.00	\$15.00	\$24.65	\$281,610.00
GAC Contractors, Inc.	4116 N. Highway 231 Panama City, FL 32404	X	X	X	\$19.72	\$22.03	\$24.05	\$290,959.50
North Florida Construction, Inc.	Post Office Box 129 Clarksville, FL 32430	X	X	X	\$23.70	\$14.50	\$14.00	\$321,565.00

CONSENT  
 AGENDA ITEM #

7



SECTION 00050  
AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Gulf Coast Utility Contractors, LLC, doing business as a corporation, having a business address of 13938 Highway 77, Southport, FL 32409 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **Conservation Park - Trail Stabilization 2017 Project ("Project")**, to be located at 100 Conservation Drive, 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.

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 within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 60 consecutive calendar days of the required commencement date, 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 \$150.00 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 based on unit prices indicated below for the Not-To-Exceed sum of \$225,000.00.
  1. Type I Stabilization      \$15.75 / LF
  2. Type II Stabilization     \$10.00 / LF
  3. Clean Fill                    \$12.50 / CY.
  
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
Section 00040	BID BOND

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
Section 00800	SUPPLEMENTAL CONDITIONS
Section 01110	ENVIRONMENTAL PROTECTION

DRAWINGS prepared by the City of Panama City Beach  
Numbered 1 through 2 and dated December, 2016.

SPECIFICATIONS prepared or issued by the City of Panama City Beach,  
dated December 2016.

**ADDENDA**

No. (none issued), dated\_\_\_\_, 2016

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.

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, Airborne, Emery, 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  
110 South Arnold Road  
Panama City Beach, FL 32413

ATTENTION: Mario Gisbert , City Manager  
Fax No.: (850) 233-5116

If to Contractor:

Gulf Coast Utility Contractors, LLC  
13938 Highway 77  
Southport, FL 32409

ATTENTION: Mike Swearington - President  
Fax No.: (850)265-9949

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. 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.



11. 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.
  
12. 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.
  
13. 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.
  
14. 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, Utilities Director, City of Panama City Beach.

15. 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, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. 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.

16. 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 Occurrence, and	Limit Each
	\$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 Accident	Limit Each
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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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

7

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:

\_\_\_\_\_  
Diane Fowler, City Clerk

\_\_\_\_\_  
NAME: Mario Gisbert  
(Please type)

TITLE: City Manager

CONTRACTOR:

ATTEST:

BY:

\_\_\_\_\_  
NAME: Mike Swearington -  
President

\_\_\_\_\_  
(Please Type)

ADDRESS: 13938 Hwy. 77,  
Southport, FL 32409

[END OF SECTION 00050]

# CONSENT AGENDA

## ITEM 8





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

FIRE/JOHN DALY

2. MEETING DATE:

JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:

APPROVE MUTUAL AID AGREEMENT WITH NSA PC FOR EMERGENCY FIRE SERVICES

4. AGENDA

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO

N/A

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

For several years the City has had in place a Mutual Aid Agreement with Naval Support Activity Panama City (NSA PC) related to the provision of emergency fire services. The agreement is periodically reviewed and updated by the parties.

The present document updates the party information but keeps intact the obligations and protocol that have long been in place.

Staff recommends approval.

**RESOLUTION 17-44**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and NSA PC, relating to the provision of emergency fire services, 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 \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Fowler, City Clerk

DEPARTMENT OF THE NAVY  
NAVAL SUPPORT ACTIVITY  
PANAMA CITY, FL 32407-7018  
CITY OF PANAMA CITY BEACH PANAMA  
CITY BEACH, FL 32413

NSA PC  
Ser

PCBFD  
Ser

MUTUAL AID AGREEMENT  
BETWEEN  
NAVAL SUPPORT ACTIVITY PANAMA  
CITY  
AND  
CITY OF PANAMA CITY BEACH

Subj: MUTUAL AID AGREEMENT

1. Purpose. This is a Mutual Aid Agreement between Naval Support Activity Panama City (NSA PC) and Panama City Beach Fire Department. It in no way implies that the NSA PC Commanding Officer relinquishes exclusive jurisdiction. NSA PC includes all the area in Bay County occupied by NSA including four beach sites located between Thomas Drive. It includes office spaces, research and development facilities, waterfront piers, warehouses, libraries, medical and dental clinics, military credit union, Navy Exchange, recreational facilities, military family housing, contiguous roads, streets, and paved parking areas. This Mutual Aid Agreement identifies voluntary assistance offered between the Panama City Beach Fire Department and NSA PC.

2. Responsibilities.

a. Each of the parties agrees to maintain equipment and personnel for the suppression of fires and other emergencies within its jurisdiction.

b. In the event of large fires, conflagration or other emergencies, the parties will determine when to augment the emergency services available in their districts/municipality.

c. The lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in emergencies is deemed feasible.

d. It is the policy of the fire departments and its governing bodies to conclude such agreement wherever practicable.

e. It is deemed sound, desirable, practicable and beneficial for the parties to this Mutual Aid Agreement to render to one another in accordance with these terms.

f. When advised by the senior officer of a fire department, or by the senior officer of any fire department present at any fire or other emergency, to request mutual aid assistance under this Mutual Aid Agreement, he/she is authorized to do so. The senior officer on duty of the fire department receiving the request shall take the following action.

(1) Immediately determine if apparatus and personnel can be spared to respond to the call and what type.

(2) As agreed to by the technical heads of the fire departments involved, determine the exact mission to be assigned with detailed plans and procedures of operation.

(3) When a call for assistance is received and prior to equipment and personnel being dispatched, it shall be referred, at once, to the Commanding Officer of the activity. Apparatus and personnel will be dispatched in accordance with the instructions provided by the senior officer receiving the call and conditions of this Mutual Aid Agreement.

g. The rendering of assistance under this Mutual Aid Agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party when assistance cannot be rendered.

h. Each party waives all claims for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

i. All services performed under this Mutual Aid Agreement shall be conducted without reimbursement.

j. The technical head of the fire department requesting service shall assume full charge of operations. If he/she specifically requests a senior officer of a fire department furnishing assistance to assume command, he/she shall not be relieved of the responsibility for the operation.



3. Effective Date. This Mutual Aid Agreement is effective upon signature by all parties. It will be reviewed annually at least 60 days prior to the anniversary date. It may be revised, cancelled, or rescinded in total by a 30-day written notification by either party. It will have an indefinite expiration date unless there is a change in level of service or as requested.

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CDR DOUGLAS HUGGAN, USN  
Commanding Officer  
Naval Support Activity  
Panama City  
Date:

---

MARIO GISBERT  
City Manager  
City of Panama City Beach  
Date:

ATTEST:

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DIANE FOWLER  
City Clerk  
City of Panama City Beach

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JOHN DALY  
Fire Chief  
City of Panama City Beach

# CONSENT AGENDA

## ITEM 9



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

01/12/2017

3. REQUESTED MOTION/ACTION:

Approve agreement for Colony Club - Nautilus Connection project with the Gulf Power company in the amount of \$37,375.00.

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

The Colony Club - Nautilus Connection project was awarded to Roberts and Roberts, Inc. at the November 10, 2016 Council Meeting. In that memo, we reference that staff would come back to Council with an agreement with Gulf Power for the installation of street light poles and the associated equipment. I have attached a contract agreement in the amount of \$37,375.00 for Gulf Power to complete this installation. This additional work was included in the previous budget amendment and therefore has adequate funds.

Attached is a copy of the proposed agreement and associated drawing (Exhibit A). Staff recommends approval of the agreement with Gulf Power Company.

CONSENT  
AGENDA ITEM # 9

**RESOLUTION 17-46**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Gulf Power Company, relating to the installation of street light poles and the associated equipment for the Colony Club - Nautilus Connection project, in the basic amount of Thirty Seven Thousand Three Hundred Seventy Five Dollars (\$37,375), in substantially the form attached and presented to the Council today, draft dated December 13, 2016, 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 \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Fowler, City Clerk



GULF POWER COMPANY  
CONTRACT FOR STREET AND  
GENERAL AREA LIGHTING SERVICE  
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 16-3219

Customer Name CITY OF PANAMA CITY BEACH Date 12/13/2016

DBA Telephone No. 850-233-5100 Tax I. D. (if applicable)

Street Address (Subdivision, etc.) of Light(s)

Billing Address 110 SOUTH ARNOLD, PANAMA CITY BEACH, FL 32413

Driving Directions WEST ON HUTCHISON TO CLARA AVE, NORTH ON CLARA AVE TO PCB PKWY  
WEST ON PCB PKWY NEW COLONY CLUB ACCESS ROAD

Location of Light(s) NEW COLONY CLUB ACCESS ROAD

Meter No. Account No. 50752-84011 JETS WO No. 71A0XX

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

CUSTOMER

Application Taken By TOM SHAW

Customer (print)

Approved by FOSTER L. WARE, III  
Authorized Company Representative

Title

Signature

Signature

Date

Date

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Exhibit A

CONSENT  
AGENDA ITEM #

9

Form 5 (Continued)

Contract No. 16-3219

**FACILITIES FURNISHED:**

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00

Total Base Monthly Charge\*\*\*\*

\$0.00

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

Exhibit A

CONSENT  
 AGENDA ITEM #

9

**GULF POWER COMPANY  
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)  
ADDENDUM TO CONTRACT FOR STREET AND  
GENERAL AREA LIGHTING SERVICE  
RATE SCHEDULE OS (PART I/II)**

Form 20

Contract No. 16-3219

TOTAL INSTALLED COST OF FIXTURE(S)				\$14,047
<b>MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT</b>				
<u>Rate Schedule OS (Part I/II) – Street and Outdoor Lights</u>				
<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights (a)</u>	<u>Price Per Light* (b)</u>	<u>Total Flat Amount/Mo. (c) = (a) x (b)</u>
<u>30979L LED ATB2</u>	<u>274</u>	<u>13</u>	<u>\$9.90</u>	<u>\$128.70</u>
_____	_____	_____	_____	<u>\$0.00</u>
_____	_____	_____	_____	<u>\$0.00</u>
_____	_____	_____	_____	<u>\$0.00</u>
_____	_____	_____	_____	<u>\$0.00</u>
<b>Total Base Monthly Charge ****</b>				<b><u>\$128.70</u></b>

\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

**GULF POWER COMPANY**

**CUSTOMER**

Application Taken By TOM SHAW  
Approved By FOSTER L. WARE, III  
Authorized Company Representative

Customer \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

\*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Exhibit A  
CONSENT  
AGENDA ITEM # 9





GULF POWER COMPANY  
INVOICE

Date : 13-Dec-2016 03:15 PM

**BILLING TYPE:** FIXED **BUSINESS CODE :**  
**APPLICANT :** CITY OF PANAMA CITY BEACH  
**DATE :**  
**BILL TO :** CITY OF PANAMA CITY BEACH  
**ADDRESS :** NAUTILUS ST & PCB PKWY  
**CITY :** PANAMA CITY BEA **STATE :** FL **ZIP :**

**REF. NUMBER :** 1271216  
**WORK ORDER # :** 71A0XX  
**CSS Account #:** 50752-84011

**JOB DESCRIPTION :** ACCT#50752-84011; INST 13-270W LED AUTOBAHN TYP II FIXTURES ON 10-NEW 35' CONC TT AND 3-EXISTING 35' CONC TT POLES. CUST TO PROVIDE, TRENCH, & INSTALL DUCT. CUST TO PAY PUF IN THE AMOUNT OF \$37,375.00. ;  
; \*\*WORK FROM PCB HQ\*\* ; ; ; CONTRACT 16-3219

**TOTAL PRICE :** \$37,375.00

**PAID IN ADVANCE :** N

**REMINDER :** Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

**Forward payment to :**  
Atrn: SHAW,TOM

Exhibit A  
CONSENT  
AGENDA ITEM #





# CONSENT AGENDA

## ITEM 10



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-47 for extraordinary traffic control on portions of Richard Jackson Blvd., Middle Beach Road, Front Beach Road and SR 79 on Saturday, May 13, 2017.

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 Ironman Gulf Coast 70.3, previously known as the Gulf Coast Triathlon, will be held on May 13, 2017.

The event necessitates careful traffic control and extraordinary usage of Front Beach Road, State Road 79, Richard Jackson Blvd. and Middle Beach Road in the corporate limits of Panama City Beach.

Staff recommends approval.



RESOLUTION NO. 17-47

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "IRONMAN GULF COAST 70.3"; AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF MIDDLE BEACH ROAD AND RICHARD JACKSON BLVD. ON SATURDAY, MAY 13, 2017; AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF PORTIONS OF FRONT BEACH ROAD AND SR 79 ON MAY 13, 2017, FOR THE EVENT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Ironman Florida is hosting the Ironman Gulf Coast 70.3, previously known as the Gulf Coast Triathlon, a swim, 13.1 mile run and 56 mile bike event (the "Event") on Saturday, May 13, 2017 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Richard Jackson Blvd, Front Beach Road, Middle Beach Road, and State Road 79, in the corporate limits of Panama City Beach.

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

1. Richard Jackson Blvd. between Middle Beach Road and Front Beach Road shall be closed to vehicular traffic for the Event during the hours of 9:00 A.M. and 4:00 P.M. on Saturday, May 13, 2017.
2. During the hours of 9:00 A.M. and 4:00 P.M. on Saturday, May 13, 2017, all vehicular traffic shall be rerouted or otherwise controlled on certain sections of Middle Beach Road, Front Beach Road west to SR 79, and SR 79 north to the City limits, per the attached maps which accompany this Resolution to accommodate the Event.
3. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS this 12<sup>th</sup> day of January, 2017.

CITY OF PANAMA CITY BEACH

By: \_\_\_\_\_  
Mike Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Diane Fowler, City Clerk

CONSENT  
AGENDA ITEM # 10  
Resolution 17-47



# IRONMAN<sup>®</sup>

## 70.3<sup>®</sup> GULF COAST

### RUN COURSE

13.1 MILES | 3 LOOP  
PANAMA CITY BEACH, FL

- MM 1st LOOP MILE MARKERS
- MM 2nd LOOP MILE MARKERS
- MM 3rd LOOP MILE MARKERS



**RUN START**

**RUN FINISH**

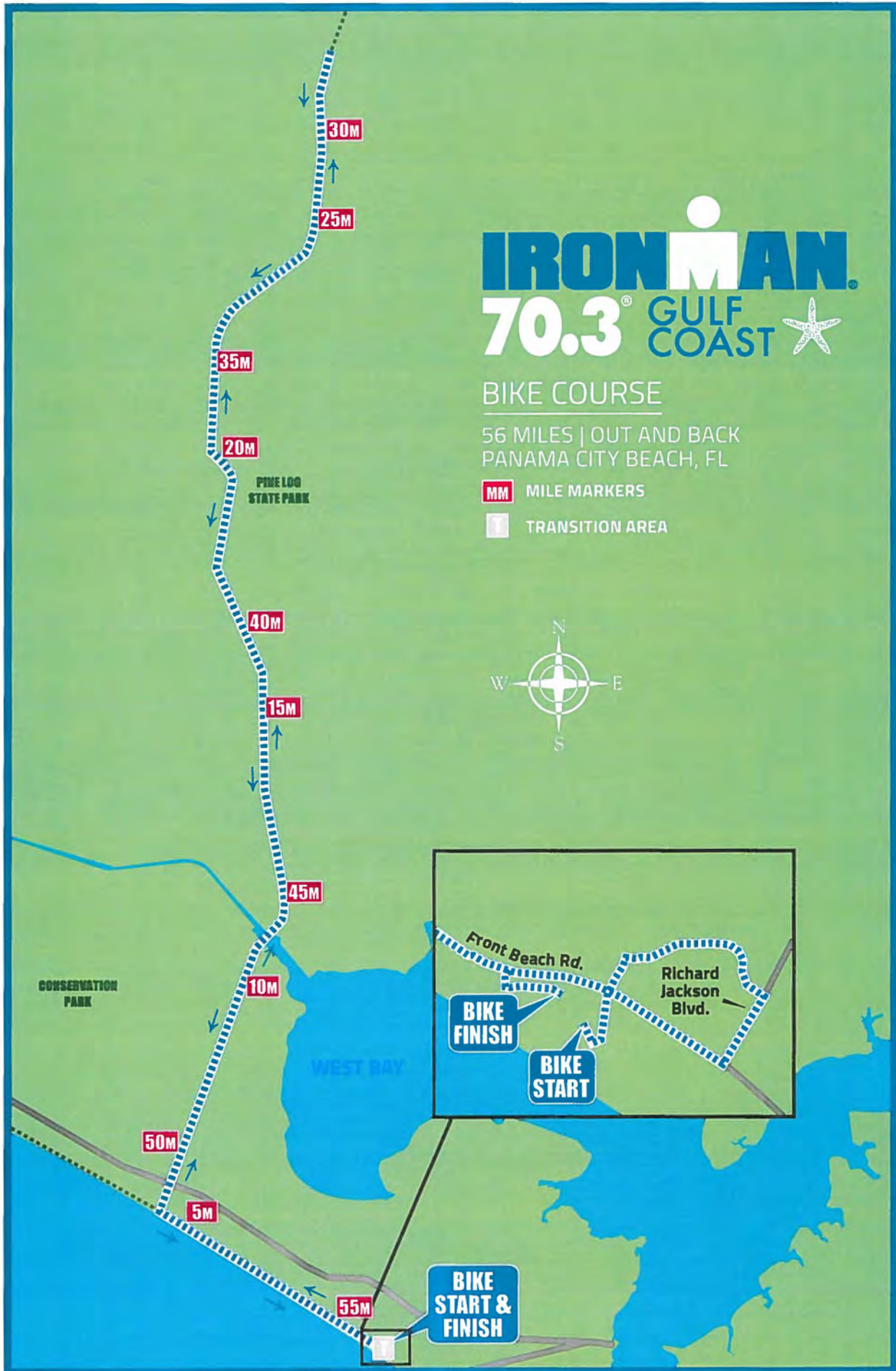


# IRONMAN. 70.3<sup>®</sup> GULF COAST

## BIKE COURSE

56 MILES | OUT AND BACK  
PANAMA CITY BEACH, FL

- MM** MILE MARKERS
- T** TRANSITION AREA



## Jo Smith

---

**To:** Cindy Kittler,Harrison Sale  
**Cc:** Amy Myers  
**Subject:** FW: IMGCT Course Maps  
**Attachments:** IM703GulfCoast\_Run\_2017\_web.pdf; IM703GulfCoast\_Bike\_2017\_web.pdf

Ladies-

This will be road usage, not closure. It used to be the Gulf Coast Triathlon

**From:** Mario Gisbert  
**Sent:** Thursday, January 5, 2017 8:59 AM  
**To:** Jo Smith <[jsmith@pcb.gov](mailto:jsmith@pcb.gov)>  
**Cc:** [rsanders@visitpanamacitybeach.com](mailto:rsanders@visitpanamacitybeach.com)  
**Subject:** FW: IMGCT Course Maps

Please add to the next PCB City Council Meeting agenda for the road closure.

*Thank you,*

**Mario Gisbert**  
City of Panama City Beach  
City Manager  
110 South Arnold Road  
PC Beach, FL 32413  
Office: 850.233.5100  
Cell: 850.258.6179  
Fax: 850.233.5049  
[MGisbert@pcb.gov](mailto:MGisbert@pcb.gov)  
[www.pcb.gov](http://www.pcb.gov)

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---

**From:** Richard Sanders [<mailto:rsanders@visitpanamacitybeach.com>]  
**Sent:** Wednesday, January 04, 2017 2:20 PM  
**To:** Mario Gisbert  
**Subject:** FW: IMGCT Course Maps

Mario,

Will you look this info over and let's meet to discuss at your convenience?



## Richard Sanders

Vice President of Sports & Events | Visit Panama City Beach



850.233.5070  
800.PCBeach  
VisitPanamaCityBeach.com



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---

**From:** Ben Rausa [<mailto:Ben.Rausa@ironman.com>]  
**Sent:** Wednesday, January 04, 2017 12:28 PM  
**To:** Richard Sanders; Chris O'Brien  
**Cc:** Ben Rausa; Tom Ziebart  
**Subject:** FW: IMGCT Course Maps

Good Morning / Happy New Year Richard,

Here are the proposed course maps for IRONMAN Gulf Coast 70.3. We are doing our best to think of a course that has less impact on fewer residents and this seems to work. With the construction behind the Burger King (last years run course) and the continued impact on the existing course for IRONMAN Florida and the Panama City Beach Marathon we think this will bring some relief to the residential neighborhood both these events used.

As you know I've had a conversation with Chief Whitman and he seems to be alright with this course and requested I speak to FDOT, which I did. Lisa at FDOT wanted something from the City of Panama City Beach approving the use of Middle Beach Road and the lane closure. As is our normal operation we can coordinate, prepare traffic impact notices for all local residents that will be most impacted by the event. The entire event as it has in previous years will begin at or about 6 am and be completely finished by 5 pm. Our intentions are to use the walk over (at Edgewater Properties) so we will not be stopping traffic at this point, both for the bike and the run courses.

Right now I need to ask for some help from you. We are wanting to post these course maps to our web site for the athletes. We have about 1000 registered athletes at this time but some are hesitant to register until they see some course maps. We still feel we will exceed 1500 this year and are at a great pace at

this time. Can you please talk with Mario and members of the the Panama City Beach City Council to get their thoughts on these courses. I would like to post the course maps as soon as possible with your approval.

I would like to get on a call with you as soon as possible as well. I am out of town until the end of January and would like to talk this week or next, your thoughts ???

Thank You so much for everything you do .... PLEASE SEE BELOW EMAIL

Below is the email I sent to Lisa at FDOT and her response. I really think these courses are best for the event as well as the community. We will manage everything just like we do at IRONMAN.

Please see the below correspondence with Lisa Ward from the FDOT Office and let me know what you think.

---

**From:** Ward, Lisa <[Lisa.Ward@dot.state.fl.us](mailto:Lisa.Ward@dot.state.fl.us)>  
**Sent:** Thursday, December 8, 2016 3:26 PM  
**To:** Ben Rausa  
**Cc:** Tom Ziebart; Huff, Norma  
**Subject:** RE: IRONMAN Gulf Coast 70.3

We will need something from the City of Panama City Beach stating that they support and approve of run part of this event along SR 30 (Front Beach Rd.) and SR 392 (Middle Beach Rd.).

*Lisa C. Ward*

Permits Manager

**FDOT Panama City/Marianna Operations  
Permits Office**

(850) 767-4914 or (850) 718-3823 phone

(850) 767-4942 or (850) 718-3831 fax

**From:** Ben Rausa [<mailto:Ben.Rausa@ironman.com>]  
**Sent:** Friday, December 02, 2016 7:29 AM  
**To:** Ward, Lisa; Huff, Norma  
**Cc:** Tom Ziebart; Ben Rausa  
**Subject:** IRONMAN Gulf Coast 70.3

Good Morning,



Thank you so much for taking my call the other day. As you know I direct the IRONMAN Florida event in November. We have now acquired the Gulf Coast Triathlon, now being identified as the IRONMAN Gulf Coast 70.3. With its rich history to our area we maintained the name and the date in which we will have the event, this year May 13, 2017, Mother's Day weekend. The event will be in its 35<sup>th</sup> year and are proud to be part of this event. We have always helped out with this event and it only made sense for us to step in when the event started getting smaller.

With that said we have considered many courses and wanted to give some relief to the area which is used so much by IRONMAN and other running events. Our host is now the Edgewater Beach Resort at 11483 Front Beach Road. At this property we are able to use a walk over to cross Front Beach Road without stopping or delaying traffic in either direction and would like to use this for our bike and run portion of the event.

The bike course will travel west on Front Beach Road to Highway 79 north to approximately 7 miles north of Ebro and return to the Edgewater Property via Highway 79 South and Front Beach Road (bike course map attached). The run course on the other hand is entirely new to this event (run course map attached). Again we will be using the walk over on Front Beach Road and then proceeding to Richard Jackson Blvd turning right and then making a right turn onto Front Beach Road (using the shoulder) all the way to the intersection of Front Beach Road and Middle Beach Road and turning right. We will proceed back to Richard Jackson Blvd and repeat 2 more times. I will be submitting a request to close a 1.91 mile stretch on Middle Beach Road. At the point of closure there are 2 east bound lanes, the request will only be the right lane (east bound) from the intersection of Front Beach Road / Middle Beach Road to Richard Jackson Blvd. This is the safest course we can provide with minimum impact to local residents. The hours will be limited, from approximately 9am to 4pm on Saturday May 13, 2017.

The intent of this email is for you to evaluate the request and inform us of the possibility of its approval. If you would please consider this and let me know what it will take to process this request. I will formerly process the paperwork after your evaluation of this course. I have met with the Tourist Development Council and the Chief of the Panama City Beach Police and they are in agreement that this course is the safest and has the least impact on the residents in the immediate area. There will be law enforcement throughout the course to assist vehicular traffic throughout the event. Traffic impact notices will be used to advise the residents of the course and the times runners will be on course. Approved traffic patterns will be established as per FDOT and local authorities. We have also met with the Edgewater HOA and they have approved our request as it pertains to their property.

Thank You so much for looking at this in advance of our formal requests.

Please let me know of any questions you may have

Very Respectfully

Ben Rausa

**Benjamin H Rausa Jr**  
*IRONMAN Gulf Coast 70.3*  
*IRONMAN Florida*  
*Race Director*

**IRONMAN®**  
2701 North Rocky Point Dr | Suite 1250  
Tampa, FL 33607  
P: 850.774.6221  
[ben.rausa@ironman.com](mailto:ben.rausa@ironman.com)  
[ironman.com](http://ironman.com)



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---

**From:** Ben Rausa  
**Sent:** Sunday, December 4, 2016 6:08 AM  
**To:** Ben Rausa  
**Subject:** IMGCT Course Maps

**Benjamin H Rausa Jr**  
*IRONMAN Gulf Coast 70.3*  
*IRONMAN Florida*  
*Race Director*

---

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[ironman.com](http://ironman.com)



**THE RUNNING  
COLLECTION**

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# REGULAR AGENDA

## ITEM 1



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:  
ADOPT ORDINANCE 1399 EXTENDING LOW SPEED VEHICLE MORATORIUM.

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)

In May of this year, Council directed staff to prepare recommendations for the regulation of low speed vehicles rented in the City, and adopted moratoria on the registration of new vehicles and rental locations pending the Council's adoption of such a regulation. While the Council is presently considering regulations for low speed vehicle, they will not be adopted before those moratoria expire on December 23, 2016. The purpose of this Ordinance is to extend the moratoria to provide the Council an opportunity to hold public hearings on the proposed regulations prior to the adoption of those regulations, which staff has been meeting with each council member to finalize this week.

Council approved the first reading of this ordinance following a public hearing on December 8, 2016. This ordinance is available for adoption following second reading and public hearing on January 12, 2017. Staff recommends approval.

AGENDA ITEM # 1

ORDINANCE 1399

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING ORDINANCE 1388 TO EXTEND THE MORATORIUM IMPOSED THEREIN UNTIL MARCH 1, 2017; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on June 23, 2016, the City imposed a six-month moratorium on the issuance of permits for motor vehicle sales, rental or service facilities located on parcels of land on Front Beach Road or on a city road with a posted speed limit of 45mph or less that connects directly to Front Beach Road; and

WHEREAS, on May 26, 2016 City adopted Resolution 16-82, imposing a moratorium on the registration of low speed vehicles, which Resolution was extended on September 22, 2016 to sync with the expiration of the moratorium established by Ordinance 1388; and

WHEREAS, the moratorium is scheduled to sunset on December 23, 2016; and

WHEREAS, staff has prepared the low speed vehicle ordinance regulating their use proposing regulations on the use of low speed vehicles and the development of land on which such vehicles are rented; and

WHEREAS, additional time is needed to allow the Council to review and fully consider the proposed amendments to the City's Code and Land Development Plan; and

WHEREAS, the City Council wishes to further extend the low speed vehicle moratorium to provide for the Ordinance's further revision and adoption; and

WHEREAS, the Council believes it is in the best interests of the City to extend the moratorium until affirmative action is taken by the Council.

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

SECTION 1. The moratorium imposed by Ordinance 1388 is hereby extended until March 1, 2017. The moratorium shall automatically dissolve upon the expiration of this period, or upon the adoption of an ordinance regulating low speed vehicles, whichever occurs first, unless otherwise extended in accordance with applicable law. The moratorium may be reasonably extended, if necessary, by Ordinance of the City Council. Except as amended herein, Ordinance 1388 is hereby ratified and affirmed.

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

SECTION 3. If any word or provision or other part of this ordinance is deemed unconstitutional or unenforceable for any reason, such portion shall be severed from this ordinance and the remaining portions thereof shall be unaffected thereby.

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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2016 and on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Ord. 1399  
Page 2 of 2

AGENDA ITEM #   1



# REGULAR AGENDA

## ITEM 2



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:

ADOPT ORDINANCE ESTABLISHING A MORATORIUM ON PERMITTING OF FACILITIES AND USES RELATED TO MEDICAL CANNABIS.

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)

Florida laws relating to the cultivation, production, and dispensing of cannabis products are rapidly changing – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities.

The purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities for a period of time reasonably necessary for the City to determine the best way to regulate Medical Cannabis Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities if deemed advisable by the City. The ordinance proposes a moratorium until June 1, 2017, which may be shortened or extended by subsequent affirmative action of the Council.

Council approved the first reading of this ordinance following a public hearing on December 8, 2016. This ordinance is available for adoption following second reading and public hearing on January 12, 2017.

ORDINANCE 1400

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON GROWING, CULTIVATION, PROCESSING, MANUFACTURING, DISPENSING, DISTRIBUTION, AND WHOLESALE AND RETAIL SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, AND DERIVATIVE PRODUCTS, OR ANY RELATED ACTIVITIES; ESTABLISHING A TEMPORARY MORATORIUM UNTIL JUNE 1, 2017 ON THE OPENING, RELOCATION, OR EXPANSION OF ANY MEDICAL MARIJUANA DISPENSING FACILITY WITHIN THE CITY LIMITS; DIRECTING STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS-RELATED ACTIVITIES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Panama City Beach, Florida (the "city"), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, in 2014 the Florida Legislature enacted the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which legalized the cultivation, processing, and dispensing of "Low-THC Cannabis," as defined by Section 381.986(1)(e), Florida Statutes, by a licensed dispensing organization for "Qualified Patients," as defined by Section 381.986(1)(h); and

WHEREAS, in 2016 the Florida Legislature amended the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and legalized the cultivation, production, and dispensing of "Medical Cannabis," as defined by Section 381.986(1)(f), Florida Statutes, and derivative products by a licensed dispensing organization to "Eligible Patients," as defined by Section 499.0295, Florida Statutes; and

WHEREAS, the comprehensive State licensing and regulatory framework directs that the criteria for the number and location of, and other permitting requirements that

do not conflict with state law or department rule for, dispensing facilities of cannabis businesses may be determined by local ordinance; and

WHEREAS, cannabis businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the dispensing of cannabis is currently illegal under federal law and the United States Drug Enforcement Agency has recently confirmed that cannabis remains a Schedule I drug under federal law, but the United States Department of Justice has discussed federal enforcement of such laws with respect to state regulated cannabis operations in the 2012 "Cole Memorandum," and;

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the distribution of cannabis exist, potentially including, offensive odors, trespassing, theft, fire hazards, increased crime in and about the dispensary, robberies, negative impacts on nearby businesses, nuisance problems, and increased DUI incidents; and

WHEREAS, in November of this year, Florida voters decided to amend the Florida Constitution to legalize the cultivation, production, and dispensing of medical cannabis for a broader population of eligible patients; and

WHEREAS, Florida laws relating to the cultivation, production, and dispensing of cannabis products are rapidly changing – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities, as defined herein, for a period of time reasonably necessary for the City to determine the best way to regulate Medical Cannabis Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities if deemed advisable by the City; and

WHEREAS, the City Council hereby finds that the temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the city the time reasonably necessary to investigate the impacts of cannabis dispensing facilities, and if necessary, to promulgate reasonable regulations relating to such establishments; and

WHEREAS, the City Council hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of cannabis dispensing facilities; and



WHEREAS, the City Council hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.

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

SECTION 1. FINDINGS OF FACT. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. DEFINITIONS.

- a. *Derivative Product* means any form of cannabis suitable for administration to or consumption or use by a Qualified Patient, Eligible Patient, or any other similarly situated individual.
- b. *Dispensing Facility* means any facility where Derivative Product is dispensed at retail.
- c. *Low-THC Cannabis* means a plant of the genus *cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.
- d. *Medical Cannabis* means all parts of any plant of the genus *cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
- e. *Medical Cannabis Activities* means, without limitation, the growing, cultivation, processing, manufacturing, dispensing, distribution, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, or any subset of such activities, or any related activities.

SECTION 3. TEMPORARY MORATORIUM. Beginning on the effective date of this Ordinance and continuing through June 1, 2017, or sooner if provided by an ordinance of the City Council, a moratorium is hereby imposed on the opening, relocation, or expansion of any Dispensing Facility within the corporate limits of the city of Panama City Beach, including but not limited to Dispensing Facilities owned or operated by an

approved dispensing organization under Section 381.986, Florida Statutes. In addition, the moratorium is hereby imposed upon all Medical Cannabis Activities by any person or entity that is not an approved dispensing organization under Section 381.986, Florida Statutes, except where inconsistent with Florida law.

SECTION 4. STUDY AND RECOMMENDATIONS. During the moratorium period described in Section 3 of this ordinance, City staff is hereby directed to study Medical Cannabis Activities and their impact on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend land development regulations for Medical Cannabis Activities in the unincorporated areas of the City, and any other relevant regulations and recommendations.

SECTION 5. PENALTIES. Any person or entity who violates any provision of this ordinance, or who fails to comply therewith, shall be subject to the penalties as prescribed in Section 1-12 of the City's Code of Ordinances.

SECTION 6. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 8. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 9. SCRIVENER'S ERROR. The city attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

SECTION 10. EFFECTIVE DATE. This ordinance takes effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2016 and the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2016.

# REGULAR AGENDA

## ITEM 3





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
BUILDING & PLANNING/CODE ENFORCEMENT

2. MEETING DATE:  
JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:  
ADOPT ORDINANCE ESTABLISHING REGISTRATION PROGRAM FOR FORECLOSED PROPERTIES AFTER SECOND READING AND PUBLIC HEARING.

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 proposed ordinance establishes a foreclosed property registration process to provide a monitoring mechanism and additional enforcement for defaulted properties. It would include properties that have already been foreclosed upon, are currently in the foreclosure process, or may be in the foreclosure process in the future, with the goal that vacant real property and real property in foreclosure will less likely become public eye sores and public nuisances.

At its council meeting on December 8, 2016, Council approved the first reading of this ordinance. This ordinance is available for adoption following second reading and public hearing on January 12, 2017. Staff recommends approval.

ORDINANCE NO. 1401

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATING TO NUISANCES TO ESTABLISH A FORECLOSED PROPERTY REGISTRATION PROGRAM; PROVIDING DEFINITIONS; PROVIDING REQUIREMENTS FOR REGISTRATION, INSPECTION AND MAINTENANCE, SECURITY AND POSTING OF FORECLOSED PROPERTIES AND THOSE INVOLVED IN FORECLOSURE LITIGATION, ALL AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; DECLARING VIOLATIONS TO BE A PUBLIC NUISANCE AND PROVIDING REMEDIES THEREFOR; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

**WHEREAS**, the mortgage foreclosure crisis resulted in a rising number of vacant and abandoned properties with serious negative implications for all communities trying to manage the resulting property vacancies, such as decreases in property values, lack of maintenance, and other problems that stem from financial crisis; and

**WHEREAS**, foreclosed homes quickly succumb to the forces of nature and the elements, grass and weeds grow, swimming pools become stagnant public health hazards, landscaping dies from lack of attention or grows out of control, windows are broken, exteriors suffer damage from normal wear-and-tear, vagrants and vandalism, communities suffer, and these consequences have a negative impact first on neighboring residences and then on entire neighborhoods; and

**WHEREAS**, the conditions identified above negatively impact the City of Panama City Beach and blight neighborhoods; and

**WHEREAS**, the City of Panama City Beach is challenged to identify and locate owners or foreclosing parties who can correct negative impacts and maintain the properties that are in the foreclosure process or that have been foreclosed; and

**WHEREAS**, the City of Panama City Beach finds that neighborhoods should be protected from becoming blighted through the lack of adequate maintenance and security of vacant properties or properties that are subject to mortgages that are in default; and

**WHEREAS**, the City of Panama City Beach has adopted property maintenance codes to regulate standards for the interior and exterior of structures and the condition of property as a whole; and

**WHEREAS**, a foreclosed property registration process is necessary for the City of Panama City Beach to provide a monitoring mechanism and additional enforcement for defaulted properties; and

**WHEREAS**, the City of Panama City Beach finds that the registration process would include properties that have already been foreclosed upon, are currently in the foreclosure process, or may be in the foreclosure process in the future; and

**WHEREAS**, the City Council of the City of Panama City Beach has determined that the following additions to the City's code will serve and contribute to promoting and protecting the general health, safety and welfare of the residents of the City of Panama City Beach; and

**WHEREAS**, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the City Council desires that by imposing the registration and other requirements set forth in this Ordinance, vacant real property and real property in foreclosure will less likely become public eye sores and public nuisances; and

**WHEREAS**, the City also desires to provide a local mechanism to collect and share information regarding foreclosed real property so these properties can quickly move into the hands of owners who can make productive use of them for the economic well-being of the community.

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

SECTION ONE. Recitals Incorporated. The above recitals are true and correct and by this reference are incorporated herein and made an integral part hereof.

SECTION TWO. From and after the effective date of this ordinance Article III, Chapter 15 of the Code of Ordinances of the City of Panama City Beach, related to Nuisances is created to read as follows:

#### CHAPTER 15 – NUISANCES

**Chapter 15 NUISANCES**  
**ARTICLE I. IN GENERAL**  
**Secs. 15-1—15-15. Reserved.**

**ARTICLE II. NUISANCE ABATEMENT CODE**

**ARTICLE III – FORECLOSED PROPERTY REGISTRATION PROGRAM**

**Sec. 15-40. Purpose and intent.**

It is the purpose and intent of this Article to establish a process to monitor and address the deterioration of property located within the City of Panama City Beach, which property is in mortgage foreclosure, where ownership has been transferred to a lender or mortgagee by any legal method or where property is deemed to be vacant or abandoned. It is further intended to establish a registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance or through abandoned or vacated properties which are subject to mortgages that are in default.

**Sec. 15-41. Definitions.**

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning. Where the context will permit and no definitions are provided herein, the definitions provided in the Florida Building Code shall apply.

*Default* means that the mortgagee has filed a foreclosure action in a court of law or recorded a lis pendens.

*Enforcement officer* means any law enforcement officer, building official, fire inspector or code enforcement officer employed by the City of Panama City Beach.

*Evidence of vacancy* means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown or dead vegetation or both; electricity, water or other utilities turned off; stagnant swimming pool; or statements by neighbors, passers-by, delivery agents or government agents.

*Foreclosed property* means real property that is in default.

*Foreclosure* means the judicial process by which a property, placed as security for a mortgage loan, after a judicial process, is sold at an auction to satisfy a debt upon which the borrower has defaulted.

*Owner of record* means the person or entity holding record title to the real property in questions as reflected in the Official Records of Bay County, Florida.

*Secure manner* means and includes, but is not limited to, the closure, locking or repairing of all windows, doors, fences, gates, garages and other openings that may allow access to the interior of a building or structure on real property. In the case of broken windows or doors, securing shall mean replacing the window or door. Temporary boarding of openings may be allowed pending repairs.

*Vacant* means any building or structure that is not lawfully occupied or inhabited as evidenced by the conditions set forth in the definition of "*Evidence of Vacancy*" above.



**Sec. 15-42. Applicability.**

This Article applies to improved property which is in default located within the City of Panama City Beach, or which property is in or has been in foreclosure, or where ownership of such property has been transferred to a lender or mortgagee by any legal method.

**Sec. 15-43. Registration Requirements.**

- (a) Any mortgagee who holds a mortgage on real property located within the City shall within ten 10 days of default by the mortgagor of the real property that is the security for the mortgage register the property with the City. Registration shall be on a form provided by the City and shall, at a minimum, include the following:
- (1) The mortgagee's name, direct mailing address, email address, contact person and telephone number;
  - (2) The address and parcel identification number of the real property that is being foreclosed upon by mortgagee;
  - (3) Whether the property is vacant or occupied during the default period;
  - (4) If the real property is or becomes vacant, the name, street address, email address and telephone number of the local property manager that will work on the mortgagee's behalf to inspect maintain and secure the real property. The local property manager's current street address and land line telephone number shall be within Bay or Walton County;
  - (5) If a foreclosure complaint involving the real property has been filed in circuit court, or the real property is subject to a bankruptcy proceeding, the style of the case including court name, case number, and parties; and
  - (6) Provide express authorization for city employees to enter upon the exterior of the property in the event the property becomes vacant for the purpose of ensuring compliance with this Article.
- (b) Any person or other legal entity that has registered a property under this section shall be required to report any change of information contained in the registration within ten 10 days of the change.
- (c) In the event there are several mortgagees with mortgages on the property, the registration, inspection, maintenance, and security requirements imposed by this article shall apply to the mortgagee with the most superior mortgage that has declared the mortgage in default unless the several mortgagees notified the City to the contrary in writing. However, nothing herein shall prevent inferior mortgagees from voluntarily complying with this ordinance after a primary mortgagee registers hereunder.
- (d) An annual registration fee in an amount of \$50.00, per property, shall accompany the registration. Said fee may be amended from time to time by resolution of the City Council, and shall be based on the reasonable estimated costs of administering the provisions of this article. Fees may be based on the size and type of property being registered. Fees shall be due and payable at the time of registration or re-registration.
- (e) Once the property is transferred or sold, the mortgagee shall provide the City written proof of the sale in order to be relieved of the requirements of this Article.

**Sec. 15-44. Mortgage Inspection requirements.**

- (a) If the foreclosed property becomes vacant or shows evidence of vacancy at any time, the mortgagee, or a local property manager designated by the mortgagee performing on the mortgagee's behalf, shall initiate and maintain on-site inspections of the property to verify compliance with this article and any other applicable laws. Said inspections shall occur a minimum of once every [sixty] days unless a code enforcement officer or police chief determine,

in writing, that more frequent inspections are required to ensure compliance with this article or to prevent a decline of the property, a public or attractive nuisance, or a blight on the surrounding neighborhood. Such inspections shall continue until such time as the default is cured, or property is transferred or sold to a third party. Once the property is transferred or sold, the mortgagee shall provide the City written proof of the sale in order to be relieved of the requirements of this Article. At the written request of the City prior to any inspection required by this Article, the person performing the inspection shall be required to schedule the inspection with the City for a date and time certain so that a city code or law enforcement officer can meet the person on-site in order to address any compliance issues under this Article.

**Sec. 15-45. Maintenance requirements.**

Properties subject to this Article shall be maintained in accordance with all relevant City regulations, and the following specific standards:

- (a) The property shall be kept free of excessive weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (excluding those required by federal, state or local law), discarded personal items such as furniture, clothing, appliances, printed materials or any other items that give the appearance that the property is abandoned or not being properly maintained.
- (b) The property shall be maintained free of graffiti or similar markings by removal or painting over such graffiti or markings with an exterior grade paint that matches the color of the exterior structure.
- (c) Yards shall be regularly landscaped and maintained in good condition pursuant to the property maintenance standards set forth by the City in its Code of Ordinances or Land Development Code, as applicable. At a minimum, landscaping shall include, but be limited to, grass, ground covers, bushes, shrubs, hedges, mulch, or similar planting which are appropriately designed for residential, commercial, or industrial installation as applicable. Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required landscape and removal of all trimmings.
- (d) Pools, spas, fountains or ponds shall be regularly kept in working order so as to prevent the creation of an environment for the breeding of mosquitoes or other unsanitary environment through the accumulation of stagnant or polluted water, pollutants or debris. Water clarity shall be such that the bottom of the pool or spa can be seen from the pool or spa deck. If the pool or spa is emptied, it shall be securely covered.
- (e) Outdoor play equipment, furnishings, or other accessory structures shall be properly maintained and secured so as not to be accessible to unauthorized persons or not to create an attractive nuisance or safety hazard.
- (f) In the event the National Weather service or National Hurricane Center declares a hurricane warning for any portion of the City, all materials, furnishing and equipment at the property shall be secured, stored or removed so as to not create a safety hazard due to hurricane force winds.
- (g) The property shall be regularly monitored for indications of criminal activity on the premises such as vagrancy, use and sale of controlled substances, prostitution, and criminal street gang activity. Any indication of criminal activity shall be reported to the Police Department at such time it becomes reasonably known or apparent.

**Sec. 15-46. Security Requirements.**

Buildings and structures on property subject to this article shall be maintained in a secure manner at all times so as not to be accessible by unauthorized persons.

**Sec. 15-47. Posting of Property.**

- (a) When a property subject to this Article becomes vacant or abandoned, unless prohibited by recorded covenants and restrictions, it shall be posted with the name and twenty four (24) hour

contact telephone number of the local property manager. The posting shall be no less than 18 inches x 24 inches and shall be of a font that is legible from a distance of 45 feet. The posting shall contain the following language, at a minimum, with supporting information:

THIS PROPERTY IS MANAGED BY \_\_\_\_\_  
AND IS INSPECTED ON A REGULAR BASIS. THE PROPERTY  
MANAGER CAN BE CONTACTED BY TELEPHONE AT  
\_\_\_\_\_ OR BY EMAIL AT  
\_\_\_\_\_.

(b) The posting required in subsection (a) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/ structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

**Sec. 15-48. Additional authority of City Manager and Police Chief.**

The City Manager or police chief shall have the authority to require the mortgagee or owner of record, or both, of property subject to this article to implement additional maintenance or security measures as may be reasonably required to prevent a decline of the property, a public or attractive nuisance, or a blight on the surrounding neighborhood. Said additional requirements shall be stated in writing and shall have the force of law under this article.

**Sec. 15-49. Public nuisance, remedies.**

(a) All real property in violation of this Article is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared necessary for the health, safety and welfare of the residents of the City.

(b) The provisions of this article may be enforced and penalties imposed on mortgagees or owners of record for violations of this article as provided by law. Without limiting the City's right to impose any other penalties as provided by law, or to enforce this article by any other lawful means, a violation of this article may be punished by a civil penalty not exceeding [\$250]. Nothing under this article shall be construed as imposing liability on local property managers acting on a mortgagee's behalf pursuant to this article.

(c) Upon failure of the mortgagee to comply with the maintenance or security requirements under this article, the City Manager or his or her designee may take such appropriate action deemed necessary to remedy a maintenance or security failure on property subject to this article. The City Council shall assess the entire cost of the action against the real property, which assessment, when made, shall constitute a lien upon the property in favor of the City. The City may also collect this abatement cost through the additional and alternative method of levying a special assessment.

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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2016.



# REGULAR AGENDA

## ITEM 4



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
BUILDING & PLANNING/CODE ENFORCEMENT

2. MEETING DATE:  
JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:  
ADOPT ORDINANCE AMENDING CHAPTER 15 RELATED TO NUISANCES TO EXPRESSLY APPLY TO CARPORTS AFTER SECOND READING AND PUBLIC HEARING.

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 proposed ordinance amends Chapter 15 of the City's Code of Ordinances related to nuisances to expressly authorize the City to remove junked automobiles from unenclosed carports, and to allow for the abatement of nuisances caused by accumulations of junk often found on carports. Staff anticipates this ordinance will allow the City to more effectively cause for the clean up of unenclosed carports whose contents are clearly visible from the right of way.  
  
At its council meeting on December 8, 2016, Council approved the first reading of this ordinance. This ordinance is available for adoption following second reading and public hearing on January 12, 2017. Staff recommends approval.

ORDINANCE 1402

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, REVISING CHAPTER 15 RELATED TO THE CITY'S NUISANCE ABATEMENT CODE; PROVIDING FOR THE REGULATION AND ABATEMENT OF JUNKED VEHICLES AND OTHER PERSONAL PROPERTY VISIBLE UNDER A CAR PORT WITHIN THE CITY LIMITS AND WHERE ACCUMULATION OF DISCARDED MATERIAL CONSTITUTES A THREAT TO THE PUBLIC HEALTH AND SAFETY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Chapter 15 of the Code of Ordinances of the City of Panama City Beach related to Nuisances, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

**Sec. 15-17. - Definitions.**

As used in this article, the following words and phrases shall have the meanings respectively ascribed to them:

*Improved property* shall mean land on which buildings or other structures are located, or which has been prepared for development by the installation, addition or construction of utilities or other improvements.

*Inspector* shall mean the Chief Building Inspector of the City or his **designee, delegee**.

*Nuisance or Public Nuisance* shall mean any of the following:

- (1) Any public nuisance known at common law or in equity jurisprudence or as provided by the Statutes of the State of Florida or ordinances of the City of Panama City Beach.
- (2) Storage of junked automobiles: Unsheltered storage, **or unenclosed storage under a carport**, for a period of thirty (30) days or more within the corporate limits of the City, except in licensed junk yards, of old and unused stripped junk or automobiles not in good and safe operating conditions, and of any other vehicles, machinery, implements or equipment or personal property of any kind which is no longer safe or usable for the purposes for which it was manufactured.
- (3) Detrimental conditions or uses of property: Any condition or use of premises or of building exteriors, **including carports**, which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of

other property in the neighborhood in which the premises are located, including, but not limited to, the keeping or depositing on or the scattering over the premises of lumber, junk, trash, debris, or abandoned, discarded, unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers;

- (4) Unfit or unsafe dwelling or structure: Any dwelling or structure or any portion thereof, including accessory buildings, which is structurally unsafe, unstable, unsanitary, inadequately provided with exit facilities, constituting a fire hazard, unsuitable or improper for the use or occupancy to which they are put, constituting a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment, dangerous to life or property, or, by reason of fire, age, decay, deterioration, structural defects, improper design, unstable foundation, termites, acts of God or other causes, dangerous to the occupants thereof or to surrounding buildings and the occupants thereof, or a menace to the public health, or a fire hazard, or so unsafe as to endanger life or property or render the use of the public streets dangerous, or otherwise in material violation of the housing, building, electrical, plumbing, mechanical, health or fire codes of the City;
- (5) ~~Accumulation of undergrowth~~ **Uses Causing Threat to Public Health and Safety: Any accumulation of lumber, junk, trash, debris, or abandoned, discarded, unused objects, material, equipment.** Any excessive grass, accumulation of weeds, vegetation, undergrowth or other plant life upon any lot, tract, or parcel of real property within the City if such lot, tract, or parcel (i) becomes or could become infested with rodents, vermin, mosquitoes, or other wild animal, or (ii) threatens the public health, safety, and welfare, or (iii) causes or tends to cause substantial diminution in value of other property in the neighborhood.
- (6) Excessive growth: Any grass, accumulation of weeds, vegetation, undergrowth, or other plant life on any lot, tract, or parcel within the City which is untended and which exceeds one foot in height on improved property, or exceeds 18 inches in height on unimproved property.
- (7) Stockpiling construction material: Any accumulation of construction material including but not limited to crates, lumber, plywood, trusses, joists, nails, bricks, concrete, and sand which is not being used in active construction or the view of which is not blocked by a six (6) feet tall fence. Active construction means construction activity which is continuing from day to day or which is not interrupted by periods of physical inactivity longer than thirty (30) days.
- (8) **Attractive nuisance:** Any attractive nuisance which may prove detrimental to the health or safety of children and others whether in a building, on the premises of a building or upon an unoccupied lot. This includes, but is not limited to: abandoned wells, shafts, basements, excavations, unused ice boxes, refrigerators, abandoned motor vehicles and any structurally unsound fences or structures; or lumber, trash, fences, debris, or vegetation such as poison ivy, oak or sumac, which may prove a hazard for inquisitive persons. Abandoned buildings are attractive nuisances when they are unsecured or un-securable and when by reason of abandonment or neglect they contain unsound walls or flooring, unsafe wiring, fire hazards, or other unsafe conditions as further defined herein. Unsafe conditions may include such neglect of security that opportunities for criminal activity persist to the danger and detriment of the neighborhood.
- (9) Physical or unsanitary conditions or conditions so lacking illumination or ventilation as to be dangerous to human life or detrimental to health of persons on or near the premises where the condition exists.
- (10) Major or minor violations of this Code which cumulatively impact upon the premises to the point whereby conditions endanger human life or substantially and



detrimentally affect the safety or security of occupants, nearby occupants or passers-by.

(11) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings.

(12) Fire hazards.

*Unimproved property* shall mean land that is not improved property.

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

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

SECTION 4. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2016.

# REGULAR AGENDA

## ITEM 5



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Public Works/Kelly Jenkins

**2. MEETING DATE:**

01/12/2017

**3. REQUESTED MOTION/ACTION:**

Approve the Plat for Sands Street Residential

**4. AGENDA**

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO

N/A

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

The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. This is a plat to subdivide property into 11 residential lots including a separate tract for a private stormwater pond. There is also "Tract 1" shown on the plat, but does not indicate the type of use nor does it dedicate it to a separate entity. The Sands Street Residential property is generally located on the east side of Sands Street, north of the Splash Condominium parking garage.

Staff has reviewed the subject plat and determined that it does meet applicable requirements.



**DESCRIPTION**

BEGAN AT THE NORTHEAST CORNER OF LOT 7, BLOCK 8, L.M. WELLS GULF BEACH ESTATES, AS PER PLAT RECORDED IN PLAT BOOK 1, PAGE 817 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 01°30'41" WEST, ALONG THE EAST LINE OF SAID BLOCK 8, FOR A DISTANCE OF 800.48 FEET; TO THE NORTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 303A, PAGE 408 OF SAID PUBLIC RECORDS; THENCE NORTH 89°20'07" WEST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 304.86 FEET; TO THE EAST RIGHT OF WAY LINE OF SANDS STREET (HAVING A 30.00 FT. RIGHT OF WAY); THENCE NORTH 01°30'41" EAST, ALONG SAID EAST RIGHT OF WAY LINE, FOR A DISTANCE OF 841.14 FEET; TO THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2132, PAGE 81 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°22'38" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, FOR A DISTANCE OF 120.00 FEET; TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 07°07" EAST, ALONG THE EAST LINE OF SAID PARCEL AND THE NORTHERLY EXTENSION THEREOF, FOR A DISTANCE OF 180.86 FEET; TO THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1943, PAGE 2061 OF SAID PUBLIC RECORDS; ALSO BEING A POINT ON THE NORTH LINE OF SAID BLOCK 8; THENCE SOUTH 89°22'30" EAST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 64.83 FEET TO THE POINT OF BEGINNING; SAID LANDS LYING IN AND BEING A PORTION OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA, CONTAINING 163,633.56 SQUARE FEET OR 2.3860 ACRES, MORE OR LESS.

**DEDICATION**

STATE OF FLORIDA/COUNTY OF BAY

KNOW ALL MEN BY THESE PRESENTS, WALSHGAM FAMILY LLC #1, AS OWNER IN FEE, SAMPLE OF THE LANDS AS DESCRIBED AND INTENDED HEREON, HAS CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS "SANDS STREET RESIDENTIAL", AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE CITY OF PANAMA CITY BEACH AND THE PUBLIC, A 10 FT. UTILITY EASEMENT AS SHOWN HEREON, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF UTILITIES. THE DEDICATION DOES NOT DEDICATE TO THE PUBLIC ON THE CITY OF PANAMA CITY BEACH, BUT DOES HEREBY DEDICATE TO THE "SANDS STREET RESIDENTIAL HOMEOWNERS ASSOCIATION", THE STORMWATER MANAGEMENT AREA, A 10 FT. STORMWATER MAINTENANCE AND ACCESS EASEMENT AND A 7.5 FT. DRAINAGE EASEMENT AS SHOWN HEREIN. SIGNED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

WALSHGAM FAMILY, LLC #1  
ALVIN DARY WALSHGAM  
MANAGER

BY: \_\_\_\_\_  
WITNESS

PRINTED NAME

BY: \_\_\_\_\_  
WITNESS

PRINTED NAME

**ACKNOWLEDGMENT TO DEDICATION**

STATE OF FLORIDA/COUNTY OF BAY

I HEREBY CERTIFY THAT ON THIS DATE, BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS PERSONALLY APPEARED, ALVIN DARY WALSHGAM, MANAGER OF WALSHGAM FAMILY, LLC #1, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, WHO IS OTHERWISE PERSONALLY KNOWN TO ME OR PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION, WHO ACKNOWLEDGED BEFORE ME EXECUTED THE SAME, AND WHO DID NOT TAKE AN OATH. WITNESS MY HAND AND OFFICIAL SEAL ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

NOTARY PUBLIC, STATE OF FLORIDA

DATE MY COMMISSION EXPIRES

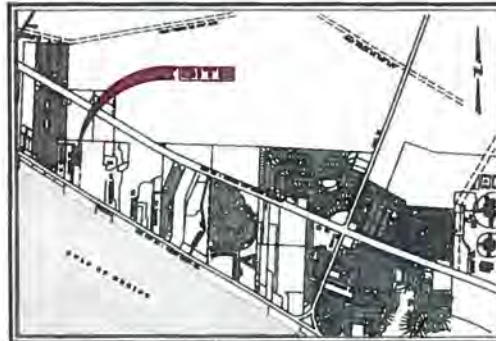
PRINTED NAME

**TITLE CERTIFICATE**

MIHAN D. HESS & STEVEN APPELBAUM, ATTORNEYS AT LAW HEREBY CERTIFY THAT UPON EXAMINATION OF THE PUBLIC RECORDS, THE TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAME OF WALSHGAM FAMILY, LLC #1, AND THERE ARE NO OTHER UNRECORDED MORTGAGES ON SAID LAND OTHER THAN AS SHOWN HEREON, EXCEPT RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BY: \_\_\_\_\_

PRINTED NAME



**VICINITY MAP**

NOT TO SCALE

**CITY COUNCIL APPROVAL**

WE, THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, HEREBY CERTIFY THAT THIS PLAT AND DEDICATION, TOGETHER WITH ALL CERTIFICATES SHOWN HEREON, HAVE BEEN EXAMINED IN REGULAR SESSION AND DULY APPROVED BY A MAJORITY OF THE COUNCIL AND IS HEREBY ORDERED FILED FOR PERMANENT RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BY: \_\_\_\_\_  
MUEL THOMAS - MAYOR

BY: \_\_\_\_\_  
JOHN RECHARD  
COUNCIL MEMBER WARD 1

BY: \_\_\_\_\_  
JOSE B. STRANGE  
COUNCIL MEMBER WARD 3

BY: \_\_\_\_\_  
PHIL CHESTER  
COUNCIL MEMBER WARD 2

BY: \_\_\_\_\_  
HECTOR SOLIS  
COUNCIL MEMBER WARD 4

**TAX COLLECTOR'S STATEMENT**

I, CHAUC PERDUE, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR \_\_\_\_\_ TO THE BEST OF MY KNOWLEDGE.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
CHAUC PERDUE  
BAY COUNTY TAX COLLECTOR

**CITY MANAGER'S CERTIFICATE**

THIS IS TO CERTIFY THAT I, MARIO OSBERT, CITY MANAGER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT "SANDS STREET RESIDENTIAL", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, SIGNED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BY: \_\_\_\_\_  
MARIO OSBERT, CITY MANAGER  
CITY OF PANAMA CITY BEACH

**CITY ENGINEER'S CERTIFICATE**

THIS IS TO CERTIFY THAT I, KELLY P. JOHNS, CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT FOR "SANDS STREET RESIDENTIAL" SUBDIVISION AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, SIGNED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BY: \_\_\_\_\_  
KELLY P. JOHNS, P.E.  
FLORIDA LICENSE No. 58703  
CITY ENGINEER  
CITY OF PANAMA CITY BEACH  
116 S. ARNOLD ROAD  
PANAMA CITY BEACH, FL 32413

**SANDS STREET RESIDENTIAL**

REPLAT OF LOT 6 AND A PORTION OF LOTS 6 AND 7,  
BLOCK 6, L.M. WELLS GULF BEACH ESTATES  
SECTION 13, TOWNSHIP 3 SOUTH, RANGE 17 WEST  
CITY OF PANAMA CITY BEACH - BAY COUNTY - FLORIDA

JANUARY 2017

**BC&A Associates**  
ENGINEERING - SURVEYING

4116 N HWY 231, EAST BUILDING (IN PANAMA CITY) FL 32409  
Phone: (904) 231-6177 Fax: (904) 231-0042  
www.bcandassociates.com Email: info@bcandassociates.com  
LICENSING No. 1317707

**SHEET 1 OF 2 SHEETS**  
**(DEDICATION AND APPROVALS)**

**NOTES:**  
1) SEE SHEET 1 OF 2 FOR DEDICATION AND APPROVALS.  
2) SEE SHEET 2 OF 2 FOR LOT DATA AND DIMENSIONS.

**IMPORTANT:**

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

**IMPORTANT:**

ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED BY A PARTICULAR UTILITY. THIS SECTION SHALL NOT APPLY TO OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

**CIRCUIT COURT CLERK'S CERTIFICATE**

I, BILL KIRSBAUM, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 IN PLAT BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_.

BY: \_\_\_\_\_  
BILL KIRSBAUM  
CLERK OF THE CIRCUIT COURT  
BAY COUNTY, FLORIDA

**CITY SURVEYOR'S CERTIFICATE**

I, FREDERICK C. RAMKIN, AS CITY SURVEYOR UNDER CONTRACT TO AND FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE REVIEWED THIS PLAT, "SANDS STREET RESIDENTIAL", AND HEREBY CERTIFY THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING OF THE FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF REVIEW

BY: \_\_\_\_\_  
FREDERICK C. RAMKIN, P.E.M.  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE No. LB 8886

**SURVEYOR'S CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE PLAT WAS MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET, SIGNED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

BY: \_\_\_\_\_  
BRIPPER C. RUTHERFORD, P.L.S.  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE No. LB 3981

BC&A ASSOCIATES HWY16, INC.  
CERTIFICATE OF AUTHORIZATION No. LB 7789  
4116 N. HWY 231, EAST BUILDING  
PANAMA CITY, FLORIDA 32404

AGENDA ITEM # 5



# REGULAR AGENDA

## ITEM 6



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION CONFIRMING CITY'S USE OF HALF CENT SURTAX PROCEEDS AND ESTABLISHING A CITIZEN OVERSIGHT COMMITTEE

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

A half-cent sales tax proposed by the Bay County Board of County Commissioners was approved by the electors of Bay County on November 10, 2016. Moneys received from the local government infrastructure surtax may be utilized by the County and each municipality within the County to finance, plan, and construct infrastructure as defined in Section 212.055(2). The City Council has determined the permitted uses of the infrastructure tax as set forth in Section 212.055(2) are very broad, and indicated its intent to more narrowly define the intended uses of tax proceeds received by the City.

The attached resolution limits the use of the proceeds to the provision of adequate and efficient transportation and storm water drainage facilities upon which the public depends on a day to day basis, and establishes a citizen oversight committee to assure that funds are properly used for those purposes.

AGENDA ITEM # 6



## RESOLUTION 17-39

WHEREAS, Section 212.055(2), Florida Statutes, authorizes Bay County to levy a local government infrastructure surtax of one half percent upon transactions occurring within Bay County that are taxable under Chapter 212, Florida Statutes; and

WHEREAS, a half-cent sales tax proposed by the Bay County Board of County Commissioners was approved by the electors of Bay County on November 10, 2016; and

WHEREAS, moneys received from the local government infrastructure surtax may be utilized by the County and each municipality within the County to finance, plan, and construct infrastructure as defined in Section 212.055(2);

WHEREAS, the permitted uses of the infrastructure tax as set forth in Section 212.055(2) are very broad, and the Council wishes to more narrowly define the intended uses of tax proceeds received by the City; and

WHEREAS, the City finds and determines that a limitation on the use of the proceeds to the provision of adequate and efficient transportation and storm water drainage facilities upon which the public depends on a day to day basis is a necessary and proper use of the proceeds.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida,

1. That the proceeds received by the City from the local government infrastructure surtax levied pursuant to Bay County Ordinance 16-21 shall be used by the City to finance, plan or construct projects that will repair local roads, reduce traffic congestion or improve traffic flow, increase neighborhood safety with pedestrian paths, provide sidewalks near schools, or reduce local flooding.
2. That a Citizen Advisory Committee is hereby established for the purpose of providing oversight of the expenditure of funds for projects identified by the City Council for which the proceeds of the local government infrastructure surtax shall be used. The Committee shall remain in existence until the substantial completion of the last commenced project for which the infrastructure surtax is used, or eleven years from the date of this Resolution, whichever occurs last.
  - a. Membership. The Oversight Committee shall consist of five members who shall be appointed by the City Council, and who shall serve without compensation. Each Councilperson shall nominate one member to the Committee. All members of the Committee shall be residents and electors of the City.
  - b. Term. The members shall serve a term concurrent with the term of the Councilperson nominating the member. A member whose term expires, or whose seat is deemed vacant by the vacancy of the Councilperson nominating the member, shall continue to serve until a successor is appointed. When any vacancy occurs on the Committee, the City

Councilperson from the ward who first nominated the seat shall appoint a new member to serve the unexpired term of the member whose death, resignation or incapacity creates the vacancy.

c. Powers and Duties.

1. The Committee shall meet at least twice yearly, or more often as may be needed to fulfill their duties and responsibilities.
  2. The Committee shall review and ascertain that the proceeds of the infrastructure surtax are being used solely for the purposes stated in Paragraph 1 of this Resolution. At the conclusion of each review, or no less than annually, the Committee shall make a report to the City Manager, Council and public regarding the use of the proceeds of the infrastructure surtax and the progress and status of all projects financed by those proceeds.
- d. The Committee and all its proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, the Florida Public Records Law, the Florida Ethics Code, and all other applicable local or state rules. All meetings, records and reports of the Committee shall be open to the public in accordance with Section 286.011 and section 119.07, Florida Statutes.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

\_\_\_\_\_  
Diane Fowler, City Clerk

**REGULAR AGENDA**  
**ITEMS 7 & 8**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Building and Planning Department/Mel Leonard

**2. MEETING DATE:**

01/12/2017

**3. REQUESTED MOTION/ACTION:**

It is requested that the City Council select three applicants from the attached list for appointment to the Planning Board. Additionally, the City Council is requested to then appoint the Chairman of the Planning Board for 2017.

**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)**

Three (3) members of the Planning Board have their terms expiring (Mr. Paul Turner, Mr. Tony Viejo and Mr. John Malko). Notice was given to accept applications from City residents to fill the three (3) positions for a term of four (4) years. Attached are the qualified applicants. The City Council is requested to appoint three (3) members from the list and then to select a Chairman from the seven (7) members of the Board to serve for 2017.



## Mel Leonard

---

**From:** Jo Smith  
**Sent:** Thursday, January 05, 2017 9:20 AM  
**To:** Mike Thomas; Phil Chester; Hector Solis; John Reichard; Josie Strange  
**Cc:** Mario Gisbert; Mel Leonard  
**Subject:** Planning Board applicants

Terry Cole VP/GM WM8B  
David Scruggs Dir Pre-Con, ReliantSouth  
Darrell Sellers CAM, Grandview East Condo Assoc  
Mark Sheldon COO PCB Entertainment LLC  
Paul Turner Owner Paul Turner Co  
Tony Viejo Owner Exit Realty  
Josh Wakstein Business Owner

Applications & resumes will be included in agenda packets.  
If you need copies now, let me know-  
Jo

Jo Smith  
Executive Assistant to Mayor Mike Thomas and City Manager Mario Gisbert  
City of Panama City Beach  
110 S Arnold Road  
Panama City Beach, FL 32413  
(850) 233-5100, ext 2230  
(850) 233-5108 (fax)



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**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.

**BOARDS OF THE CITY  
2016-2017  
10/6/16**

<u>BOARD</u>	<u>MEMBER</u>	<u>WARD</u>	<u>TERM EXPIRES</u>
<b><u>CIVIL SERVICE</u></b>			
Regular Meeting	Bill Montfort (Board)		2018
1 <sup>st</sup> Wednesday	Michael Jarman (Council)		2017
12:00 P.M.	Debbie McCormick (Employees)		2017
2 yr term	Sherry Swartout (Council)		2018
4 pick 5th	Lawrence Hand (Employees)		2018
<b><u>PLANNING</u></b>			
Regular Meeting	Ed Benjamin Chair(15) <a href="mailto:mtsepb@comcast.net">mtsepb@comcast.net</a>	624-3800	2018
2 <sup>nd</sup> Monday	Ronald Dowgul <a href="mailto:rdowgul@gmail.com">rdowgul@gmail.com</a>	814-6152	2018
2:00 P.M.	Tony Viejo <a href="mailto:THEEXITGUY@aol.com">THEEXITGUY@aol.com</a>	258-9381	2016
4 yr term	Craig Duran <a href="mailto:craig@pelicanproperty.com">craig@pelicanproperty.com</a>	527-0221	2018
Chmn annually by CC	Paul Turner, No email	234-8306	2016
VC chosen by Bd	John Malko <a href="mailto:jdmalko76@gmail.com">jdmalko76@gmail.com</a>	258-9432	2016
	Felicia Cook Vice-Chair (15) <a href="mailto:felicia.cook@chsfl.org">felicia.cook@chsfl.org</a>	747-5411	2018
	<i>Declined to reapply -</i>		
(School Bd Member-Non-Voting)	Wayne Elmore (no compensation)	-	-----

# BALLOT

Council selection for Planning Board members, filling three seats. Term will run through September, 2020.

**TERRY COLE**  
**DAVID SCRUGGS**  
**DARRELL SELLERS**  
**MARK SHELDON**  
**PAUL TURNER**  
**TONY VIEJO**  
**JOSH WAKSTEIN**

---

**Choice per seat:**

---

---

Signature

1/12/17

AGENDA ITEM #

7.8



COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Terry Cole

HOME ADDRESS: 122 N. Glades Trail

MAILING ADDRESS: 122 N. Glades Trail

Home Phone: - Business Phone: 850-769-2313 Cell: 850-833-0410

How is it best to contact you during the day? cell

E-mail Address: tcole@wmbb.com Fax Number: -

Business Address: 613 Harrison Avenue, Panama City, Florida 32401

Are you a registered voter of the City of Panama City Beach? Yes  No

Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? no

If you, which one(s)? -

Which Board would you prefer? -

Please provide, if desired, briefly your education and experience. BS. University of Oklahoma, Major - US Army - Vice President / General Manager WMBB-TV

Planning Board meets monthly 2<sup>nd</sup> Monday, 2PM.

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 ~~Examining~~ Planning Board in a voluntary capacity.

[Signature]  
Signature of Applicant

12/14/16  
Date

\*\*\*\*\*  
Please return the completed form to Jo Smith, at the City Manager's office in person, via email to [jsmith@pcbgov.com](mailto:jsmith@pcbgov.com) or via fax at (850) 233-5108. Closing Date for applications January 4, 2017. Council will make their choices 1/12/17 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcbgov.com](mailto:jsmith@pcbgov.com).

**NOTE: You must live within the City limits to be considered for the appointment.**

**PLEASE INCLUDE RESUME WITH APPLICATION.**

AGENDA ITEM # 708

RECEIVED

DEC 15 2016

IN OFFICE OF MAYOR  
& CITY MANAGER



Terry Cole  
122 North Glades Trail  
Panama City Beach, Florida 32407  
850-832-0410

### **Qualifications Summary**

Nearly 30 years of leadership experience coupled with a track record of increasing profits by 20% or more. Managed personnel sizes from 6 to 300.

### **Experience**

President WMBB Television – Panama City, Florida; July 2008 to Present

- Increased profit margin from the low 20% range to the mid- 40% range.
- Moved the station from number 2 in the market to number 1 in the market.
- Reduced expenses by 20%.

President KAKE, KUPK, KLBY Television (Gray Television) – Wichita, Kansas; April 2003 to July 2008

- Managed 3 television stations plus 3 translators in Kansas.
- Moved the station from number 3 in the market to number 2 in the market.
- Increased profits from 2 million to 7 million.

President – General Manager KOLO TV (Gray Television)– Reno, Nevada; December 2002 to April 2003

- Tasked with hiring a management team that was capable of conducting the business of a television station.
- Streamlined business procedures.
- Changed the station from analogue to digital
- Facilitated the installation of a new television tower.

President-General Manager WJHG TV (Gray Television) – Panama City Beach, Florida; March 1997 to December 2002

- Maintained Station's ranking of number one in the market.
- Increased profits from the twenty percent range to the forty percent range
- Began the process of Digital Conversion.

General Sales Manager WRDR – Augusta, Georgia (Gray Television); November 1996 to March 1997

- Hired and managed sales staff.
- Achieved all budgets.

- Initiated new sales policies and procedures.

General Sales Manager WJHG TV – Panama City Beach, Florida (Gray Television); October 1995 to November 1996

- Hired, trained, and managed sales staff.
- Achieved all budgets.
- Increased profitability by 90%.
- Established new sales procedures and policies.

General Sales Manager WTAP TV (Benedek Broadcasting) – Parkersburg, West Virginia; January 1992 to September 1995

- Built and trained a sales staff
- Established sales procedures and policies
- Computerized the sales department

Account Executive – KCBD TV (Holsum Inc.) – Lubbock, Texas; March 1988 to January 1992

- Built Direct Sales Account List
- Always achieved budget

### **Military Experience**

United States Army Reserve – Pensacola Florida; September 1995 to March 1997

- Achieved the rank of Major
- Operations Officer for the 350<sup>th</sup> Civil Affairs Brigade/Airborne

United States National Guard – Point Pleasant, West Virginia; January 1992 to September 1995

- Commanded 3664 Maintenance Company

United States National Guard – Lubbock, Texas; March 1988 to January 1992

- Commanded A Company, 2nd of the 142 Infantry

United States Army – Fort Benning, Georgia; January 1984 to March 1988

- Captain – Executive Officer of HHC Brigade, 197 Infantry Brigade
  - Rapid deployment unit with a 24 hour combat mission/ world-wide
- 1<sup>st</sup> Lieutenant – S4 Assistant Logistics Officer, 197 Infantry Brigade
  - Rapid deployment unit with a 24 hour combat mission/ world-wide
- 1<sup>st</sup> Lieutenant – Support Platoon Leader, 3<sup>rd</sup> Battalion, 7<sup>th</sup> Infantry
  - Rapid deployment unit with a 24 hour combat mission/ world-wide
- 1<sup>st</sup> Lieutenant – Anti –Tank Platoon Leader, 3<sup>rd</sup> Battalion, 7<sup>th</sup> Infantry
  - Rapid deployment unit with a 24 hour combat mission/ world-wide

- Completed Airborne School
- 2<sup>nd</sup> Lieutenant – Charlie Company, Second Infantry Training Brigade
  - Trained incoming troops in Basic Training.

**Education**

University of Oklahoma – Bachelor of Arts in management 1983

**Community Involvement**

Wounded Warrior Beach Retreat

American Red Cross – Ruby Cooper Award

**References**

Eric Van den Branden  
President CEO Hoak Media Corporation  
500 Crescent Court, Suite 220  
Dallas, Texas 75201  
214-850-4343

Rich Adams  
Executive Vice-President – Chief Operating Officer  
Hoak Media Corporation  
500 Crescent Court, Suite 220  
Dallas, Texas 75201  
214-605-9722

Major General Mark McQueen  
620 Grace Avenue  
Panama City, Florida 32402  
850-785-6146

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: DAVID A. SCRUGGS

HOME ADDRESS: 316 FAIRBRIDGE ST, PCB, 32413

MAILING ADDRESS: SAME

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 850 541 6188

How is it best to contact you during the day? CELL

E-mail Address: SCRUGGS@REHABT-SOLUTIONS.COM Fax Number: \_\_\_\_\_

Business Address: 490 GRACE AVE, PC 32401

Are you a registered voter of the City of Panama City Beach? Yes  No

Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? NO

If you, which one(s)? \_\_\_\_\_

Which Board would you prefer? PLANNING

Please provide, if desired, briefly your education and experience. BACHELOR LANDSCAPE ARCHITECTURE; DESIGN, CONST, ENGINEERING, DEVELOPMENT

Planning Board meets monthly 2<sup>nd</sup> Monday, 2PM.

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 Examining Planning Board in a voluntary capacity.

[Signature]  
Signature of Applicant

12/13/2016  
Date

\*\*\*\*\*

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications January 4, 2017. Council will make their choices 1/12/17 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE: You must live within the City limits to be considered for the appointment.**

**PLEASE INCLUDE RESUME WITH APPLICATION.**

RECEIVED  
DEC 13 2016  
AGENDA ITEM # 11.8  
MAYOR & CITY MANAGER



# David A. Scruggs

## Contact

316 Bainbridge St.  
850.541.6188  
dscruggs@sdaavisioneering.com

## Education

B.L.A., Landscape Architecture,  
Mississippi State University

## Certifications Past/Present

Landscape Architect, MS, AL  
Commercial Building  
Contractor License  
Mississippi Real Estate  
Florida Real Estate

## Professional Affiliations

### Past/Present

EDAA (Alabama)  
Bay County EDA Executive  
Committee (past member)  
Past Chair Enterprise Bay  
(EDA)  
Board Member Bay Education  
Foundation  
Bay Chamber of Commerce  
International Council of  
Shopping Centers (ICSC)  
Bay County Association of  
Realtors  
Bay County code Enforcement  
Board (past member)

## Personal

US Coast Guard Auxiliary  
Woodlawn United Methodist  
Church and Sanctuary Choir



## *Professional Experience*

Throughout a career of professional consulting, construction and real estate development, I have developed a unique set of skills to assemble, motivate and manage multidiscipline teams of professionals as well as develop an understanding of the relationship nuances between clients, consultants and contractors. This experience has facilitated a successful track record designing, developing and constructing residential, commercial and industrial ventures for clients as well as my own account. From a 30-year career in landscape architecture, commercial construction, and real estate, I have gained an intimate understanding of project components, the roles of team members, and the expertise to accurately plan, budget, and manage them to successful completion.

### *ReliantSouth Construction Group, August 2016-Present*

#### *Director Pre-construction*

Reliant south is a full service construction company providing value added construction to our clients with multiple methods of delivery from Design/Build, hard bid, CM @ Risk, and negotiated. As director of pre-construction, I look for opportunities to offer a client guidance and solutions to a complicated process as well as create opportunities that don't yet exist, often working on the front end with the design engineers and architects.

### *Strategic Development Advisors, March 2014-Present*

#### *Principal*

SDA is tasked with providing full development and owner representation services to owners, developers, public and private partnerships. The expert affiliates of SDA provide, on a fee basis, an opportunity for a client to utilize this expertise as an extension of their own staff without the cost burdens associated with full time employees.

As a licensed commercial advisor with NAI-TALCOR, I can provide real estate services as an addition service component. We are currently marketing a 41 acre commercial tract in Navarre, FL by developing a mixed use master plan which illustrates its highest and best use.

### *Atkins North America 2007 to February 2014*

#### *Vice President Design & Engineering*

As group manager for the civil and design team in Panama City Beach, I led a large staff of engineers, landscape architects and technicians managing multiple projects to meet clients', as well as the firm's, expectations. This required a daily hands on management approach to maintain schedules of in-house, as well as sub-consultants' performance and production all while meeting operational goals.

***The St. Joe Company - Panama City Beach, FL (10/2005-10/2007)***

***Vice President Commercial Development***

As Vice President of Commercial development and managing the commercial development team, our responsibility was to entitle, design and develop

St. Joe owned properties in the Bay and South Walton County area of the Florida panhandle. The purpose of this process was to identify and entitle each property to achieve the highest and best use while meeting the branding and place-making goals of the company. My team designed and entitled over 40 properties for development including, big box developments, multi-family, out-parcels, mixed use town centers and shopping centers.

***Heartland Development Company - Jackson, MS (2004-2005)***

***Vice President Development***

Coordinated the design, construction, and development of multiple master planned communities and town centers.

***Construction Plus, Inc.- Jackson, MS (11/1987-7/2005)***

***President/CEO***

Managed all aspects of leading a single-source entity for design, construction and development of commercial and industrial projects including business development, design coordination, job costing and budgeting, value engineering, and client service. With a staff of eight permanent employees and up to two dozen construction tradesmen and craftsmen, we delivered projects on time and in budget. Projects ranged from build-to-suits, flex space developments, shopping center and office products, multiple high-rise interior construction continuing contracts, and heavy manufacturing.

***The Design Collective, PA - Jackson, Mississippi 1981-1987***

***Principal, Site Development Group***

Principal-in-charge of the landscape architecture division of one of the state's largest A&E firms.

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

**Darrell Sellers**

NAME: \_\_\_\_\_

HOME ADDRESS: 10713 Front Beach Road. Unit 605, Panama City Beach, FL 32407

MAILING ADDRESS: Same as above.

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 404-307-2539

How is it best to contact you during the day? Cell

E-mail Address: darrellsellers@live.com Fax Number: \_\_\_\_\_

Business Address: 10713 Front Beach Road, First Floor Office, Panama City Beach, FL 32407

Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? No

If you, which one(s)? \_\_\_\_\_

Which Board would you prefer? Planning Board

Please provide, if desired, briefly your education and experience. \_\_\_\_\_

I am active in the community and I have extensive property and business management experience. See attached for details.

Planning Board meets monthly 2<sup>nd</sup> Monday, 2PM.

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 ~~Planning~~ Planning Board in a voluntary capacity.

Darrell Sellers  
Signature of Applicant

1/3/17  
Date

\*\*\*\*\*  
Please return the completed form to Jo Smith, at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications January 4, 2017. Council will make their choices 1/12/17 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE: You must live within the City limits to be considered for the appointment.**

**PLEASE INCLUDE RESUME WITH APPLICATION.**

RECEIVED  
AGENDA ITEM # JAN 03 2017 7-8  
FILE OF MAYOR

**Darrell Sellers**  
**10713 Front Beach Rd., Unit 605**  
**Panama City Beach, Florida 32407**  
**404-307-2539**  
**darrellsellers@live.com**

---

### **SUMMARY OF QUALIFICATIONS**

Licensed Community Association Manager with an established track record of providing efficient, reliable, and responsive property management. Experience encompasses full responsibility for administrative functions, budgeting, building operations and maintenance. Skilled at utilizing my business and customer service experience to promote positive, communal relationships among various constituencies, including tenants, property owners, board members, community members, employees, staff and vendors.

- Highly skilled in organizing resources and establishing priorities.
- Extensive knowledge of contracting process and familiarity with associated local, state, federal, and other regulations.
- Ability to communicate effectively, both orally and in writing.
- In-depth knowledge of property management principles, procedures, and standards.
- Skilled at analyzing and interpreting financial data and preparing financial reports, statements and projections.
- Excellent project planning skills.
- Strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community.
- Solid knowledge of real estate management principles and techniques.
- Ability to develop bid specifications and evaluate bids from contractors.
- Excellent ability to develop and maintain recordkeeping systems and procedures.
- Experience and knowledge of Chapter 718 Florida Statutes.
- Experience in vendor procurement and bidding process.
- Experience with capital and operational budgets and expenses.

### **PROFILE**

- Licensed Community Association Manager -License # CAM 43203 - Department of Business and Professional Regulation - Community Association Managers of Florida.
- Almost 10 years of property management experience.
- Manage multiple units and properties concurrently.
- Manage multiple employees, contractors and consultants concurrently.
- Licensed CPO (Certified Pool Operator)- licensed to operate and maintain commercial swimming pools and hot tubs.

### **RELEVANT EXPERIENCE**

**Grandview East Condominium Association – Panama City Beach, Florida**  
**CAM, 2014-Present**

- Oversee activities of contractors, vendor personnel, and suppliers.
- Monitor contracts for compliance and controls costs and monitor general expenditures of



complex.

- Solicit bids for maintenance contractors and construction projects, and participated in the selection of contractors.
- Develop and implement systems and processes to establish and maintain records for the Association.
- Overseeing large-scale property reconstruction and interact with, coordinate, and serve as liaison between architects, general contractors, sub-contractors, owners and board during construction and post-construction activities.
- Regularly communicate with owners, board members, employees, vendors and service providers.
- Oversee annual budget.
- Negotiate and oversee fulfillment of contracts with numerous vendors and service providers.
- Oversee and participate in collection efforts to recover unpaid receivables, including leading settlement negotiations.
- Review and analyze insurance policies of various types.

**President, 2012-2014**

**Director, 2008-12**

- Produced periodic e-newsletters for owners.
- Developed annual budget.
- Actively involved in overseeing and making strategic decisions with respect to litigation, including managing costs of outside counsel and experts. Worked to gain a significant settlement for constructions defects.

**Rental Management, 2008-Present**

- Develop and utilize an on-line presence to market condominium units and residential properties for rental.
- Communicate with prospective renters to promote rental of the unit.
- Manage all aspect of maintaining units for short-term and long-term rentals.
- Solicit and identify potential tenants for the property; schedule, meet with, and show property to prospects.

**New Hope Baptist Church – Fayetteville, Georgia**

**Volunteer for Technical Team, 2002-08 (Average ~20 hours per month)**

- Played a leading role in a technical team of approximately 15 members, serving the production needs of a congregation of more than 1,000 members.
- Directed the video recording for special events and services, including directing up to three cameras simultaneously.
- Operated video cameras, lighting, switchers, sound boards, and linear and non-linear editors.

**Yagusa Technology - Ann Arbor, Michigan**

**Senior Marketing Associate, Field Engineer, and Consultant 1999-2004**

- Played a significant role in developing the company's various voice related

hardware systems and software applications.

- Developed and maintained professional relationships with target customers which consisted of major wireless telecom companies around the world.
- Promoted product sales by conducting on-site product demonstrations and promotions for current and potential customers in numerous domestic and international locations.
- Conducted on-site installation of product.
- Maintained and enhanced client relationships by training customers in the use and maintenance of products and by providing hands-on, customer specific troubleshooting as necessary.

**Circuit City - Asheville, North Carolina**

**Sales Counselor 1996-97**

- Promoted product sales by utilizing extensive knowledge of audio and video equipment and computers to market products to customers.
- Evaluated customer audio and video equipment or computer needs in order to identify products to promote to customers in order to best ensure sales.
- Advised customers on various available products, including providing compare and contrast analyses of similar products.

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**EDUCATION**

**Florida Community Association Manager (CAM)**

**May, 2014**

**Florida Certified Pool Operator (CPO)**

**June, 2012**

**University of North Carolina at Asheville - Asheville, North Carolina**

**B.A. in Mass Communications, 1998**

**Washetenaw Community College - Ann Arbor, Michigan**

**1999-2001**

- Took a variety of classes to enhance my computer skills, including computer hardware installation, maintenance, troubleshooting, networking and programming.

**COMMUNITY INVOLVEMENT NOT IDENTIFIED ABOVE**

- PCB Owners Alliance
- Citizens for a New PCB
- Calgary Place Home Owners' Association, Treasurer
- Georgia Asylum and Immigration Network
- Fayette County Council on Domestic Violence (d/b/a Promise Place), Volunteer
- Starrs' Mill High School, Volunteer Science Olympiad Coach

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: MARK SHELDON  
HOME ADDRESS: 101 Palmonovia Place, PCB, FL 32407  
MAILING ADDRESS: 101 Palmonovia Place, PCB, FL 32407  
Home Phone: N/A Business Phone: 615-340-9500 Cell: 334-464-3030  
How is it best to contact you during the day? Cell  
E-mail Address: mark@pcbent.com Fax Number: N/A  
Business Address: 16901 Panama City Beach Parkway, PCB, FL 32413  
Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No   
At the present time, do you serve on any City Board, Commission or Committee? NO  
If you, which one(s)? \_\_\_\_\_  
Which Board would you prefer? Planning  
Please provide, if desired, briefly your education and experience. See Attached

Planning Board meets monthly 2<sup>nd</sup> Monday, 2PM.

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 Examining Board in a voluntary capacity. Planning

MSH  
Signature of Applicant

1/4/17  
Date

\*\*\*\*\*  
Please return the completed form to Jo Smith, at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications January 4, 2017. Council will make their choices 1/12/17 at their 6 P.M. meeting.

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**NOTE: You must live within the City limits to be considered for the appointment.**

**PLEASE INCLUDE RESUME WITH APPLICATION.**

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JAN 04 2017

AGENDA ITEM # \_\_\_\_\_  
OFFICE OF MAYOR  
& CITY MANAGER

1-8



MARK J. SHELDON  
101 Palmonovia Place, Panama City Beach, FL 32407

(334) 464-3030

mark@pcbent.com

## EXECUTIVE BIOGRAPHY

◆◆◆◆◆

Senior executive with year-after-year success achieving revenue, profit, and business growth objectives within start-up, turnaround, and rapid-change environments. Extensive experience with highly engineered systems, which require deep understanding of critical business drivers in multiple markets and industries: highly successful in building relationships with upper-level decision makers, seizing control of critical problem areas, and delivering on customer commitments.

**Residential, Commercial, Development, and Infrastructure Construction Management** ● Operations Management ● Strategic Planning ● P&L management/Budget Planning ● Staff Development-Promotion ● Performance and Quality Standards ● Commercial and customer support ● Public Relations and community involvement ● Government Contract Bidding

Mr. Sheldon is the Chief Operations Officer and Member of PCB Entertainment, LLC, a music festival production company and is responsible for the logistics of putting on the event. This role includes, but is not limited to, all Finance (to include budgeting and pricing), Human Resources, Sales, Ticketing, Contract Negotiation, and Vendor Agreements. He has served in this capacity for previous multi-day, large attendance festivals, such as the BamaJam Music and Arts Festival 2008, 2009, and 2010 and BamaJam 2012 as well as Pepsi Gulf Coast Jam 2013, 2014, 2015, 2016 and currently for 2017.

Mr. Sheldon was responsible for the overall operations of a multi-faceted retail and construction development company including completing budget preparations for all related companies, strategizing to development of all companies to exceed budget, and hiring management level employees. On a daily basis He manages day to day operations of all entities to ensure goals and budgets are successfully met. Mr. Sheldon also is responsible for the operational aspects of each department, including Human Resources, IT, Marketing and Finance.

His day-to-day role in leading the operations of the company. Mr. Sheldon is key in the development of all proposals, reviews and analyzes all contractual agreements regarding the company and all its affiliates, and works with all senior management in everyday decisions as it relates to each department within each company. Mr. Sheldon was an essential part in opening 7 new businesses in less than 3 years.

In his role as Sales Director for Rural Cellular Corporation he was responsible for the sales operations for the region, to include 112 RCC employees in 24 Retail locations, Sales Call Center, Business to Business Sales channel, all Sales Training and 135 Authorized Agents. While in the position Regional customer retention improved by .5%, the average customer revenue increased by \$1.39 per customer, and the price to acquire a customer dropped by \$12.53. In 2003 Mr. Sheldon took the worst performing region out of four to second on net customer and first on gross sales in the first quarter.

In addition to his responsibilities with the mentioned companies, Mr. Sheldon has been actively involved in his community. He currently serves on the local board for Capital City Bank and has served as a board member with the United Way. He has been a member of the Rotary International and Ducks Unlimited.

Mr. Sheldon holds a Bachelor of Science Business Administration/Communications from Husson University in Bangor, Maine.



COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: PAUL A. TURNER

HOME ADDRESS: 407 OLEANDER CIR., PANAMA CITY BEACH, FL 32413

MAILING ADDRESS: SAME

Home Phone: 850-234-1648 Business Phone: 850-234-8306 Cell: 850 832-3149

How is it best to contact you during the day? CELL PHONE

E-mail Address: \_\_\_\_\_ Fax Number: 850 233 6158

Business Address: 1720 TURNER WOOD LN., PANAMA CITY BEACH, FL 32407

Are you a registered voter of the City of Panama City Beach? Yes X No \_\_\_\_\_

Do you hold a public office? Yes X No \_\_\_\_\_

At the present time, do you serve on any City Board, Commission or Committee? YES

If you, which one(s)? PLANNING BOARD, PANAMA CITY BEACH, FL

Which Board would you prefer? PLANNING BOARD

Please provide, if desired, briefly your education and experience. \_\_\_\_\_

\_\_\_\_\_

Planning Board meets monthly 2<sup>nd</sup> Monday, 2PM.

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 Examining Board in a voluntary capacity. Planning

[Signature]  
Signature of Applicant

12-29-16  
Date

\*\*\*\*\*

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications January 4, 2017. Council will make their choices 1/12/17 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

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**PLEASE INCLUDE RESUME WITH APPLICATION.**

RECEIVED

7.8 JAN 04 2017

AGENDA ITEM # \_\_\_\_\_  
IN OFFICE OF MAYOR & CITY MANAGER

## RESUME

Paul A. Turner  
407 Oleander Circle  
Panama City Beach, Florida 32413  
Tele: 850-234-1648

December 29, 2016

Resident of Panama City Beach and registered voter since 1978.

Owner of Paul Turner Company, Inc., an asphalt striping, sealcoating and patching business located at 1720 Turner Wood Lane, Panama City Beach, Florida 32407, since 1978.

Served on Civil Service Board, City of Panama City Beach, Florida from 1972 to 1976.

Served on Planning Board, City of Panama City Beach, Florida, from 2000 to present.  
Have served as Board member, Vice Chairman and Chairman of the Board during this time.

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Tony Viejo

HOME ADDRESS: 117 Seaclusion Dr. PCB FL 32413

MAILING ADDRESS: Same

Home Phone: 850-258-9381 Business Phone: 850-258-9381 Cell: 850-258-9381

How is it best to contact you during the day? cell phone, text, or email

E-mail Address: TheExitGuy@aol.com Fax Number: 850-316-8113 Bus. 850-234-2779

Business Address: 203-A N. HWY 79 PCB FL 32413

Are you a registered voter of the City of Panama City Beach? Yes x No       
Do you hold a public office? Yes      No x

At the present time, do you serve on any City Board, Commission or Committee?       
If you, which one(s)? Planning Board  
Which Board would you prefer? Planning Board

Please provide, if desired, briefly your education and experience. AA GCCC +23 current credits GCSC  
See attached resume

Planning Board meets monthly 2<sup>nd</sup> Monday, 2PM.

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 ~~Examining~~ Planning Board in a voluntary capacity.

 12/27/16  
Signature of Applicant Date

\*\*\*\*\*  
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**NOTE: You must live within the City limits to be considered for the appointment.**

**PLEASE INCLUDE RESUME WITH APPLICATION.**

RECEIVED  
JAN 03 2017  
AGENDA ITEM #  
IN OFFICE OF MAYOR  
CITY MANAGER

17.8

## **Tony Viejo Resume (short form).**

Born in Cuba came to the U.S. (legally) in 1962  
Bilingual / Bicultural -- English / Spanish

1974-1976 Bilingual Teaching Assistant Philadelphia PA.

Self employed in sales since 1976 and as a professional musician since 1968.

Owned and operated AV General Merchandise an independent distributor of 3,000 items from 1976 to 1991 in Philadelphia, PA. (was listed on D&B)

Owned and Operated Viejo's Mini Mart 1989-1992 Philadelphia, PA.

Moved to PCB March 1, 1992

Became licensed in Real Estate (agent) in 1995 won numerous production awards throughout Real Estate Career.

Became a licensed Real Estate Broker in 1996

Own and operate EXIT REALTY AMERICAN 1999 to present.

Businessman of the year in 2002 Beaches Chamber of Commerce.

EXIT REALTY'S # 1 agent in North America for 2002

PCB Variance Board 6-8 yrs (out going chairman)  
PCB Planning Board 3-4 yrs (currently a member up for re-appointment)

Education - AA from GCCC + 23 recent credits at GCST working on BA,  
32 degree Scottish Rite Mason (member PC Valley), Master Mason  
Pythagoras Lodge PCB, Published Author (ASCAP), Black Belt Okinawan  
Karate (Shorin Ryu).



COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Josh Wakstein

HOME ADDRESS: 99 Hombre Cir. Panama City Beach, FL 32407

MAILING ADDRESS: Same as Home

Home Phone: \_\_\_\_\_ Business Phone: 850-234-6112 Cell: 850-258-8772

How is it best to contact you during the day? Cell Phone

E-mail Address: JoshWakstein@gmail.com Fax Number: 850-233-6837

Business Address: 700 Pier Park Dr. Ste. 165. PCB, FL 32413 or 7622 McElvey Rd. PCB, FL 32408

Are you a registered voter of the City of Panama City Beach? Yes X No \_\_\_\_\_

Do you hold a public office? Yes \_\_\_\_\_ No X

At the present time, do you serve on any City Board, Commission or Committee? No

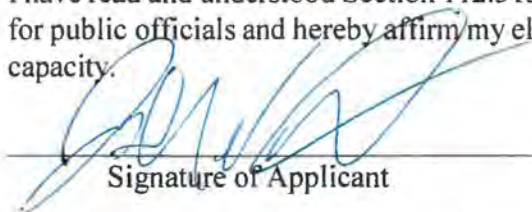
If you, which one(s)? \_\_\_\_\_

Which Board would you prefer? PLANNING BOARD

Please provide, if desired, briefly your education and experience. Please See Attached.

Planning Board meets monthly 2<sup>nd</sup> Monday, 2PM.

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 ~~Examining~~ Planning Board in a voluntary capacity.

  
Signature of Applicant

12/13/16  
Date

\*\*\*\*\*

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**PLEASE INCLUDE RESUME WITH APPLICATION.**

RECEIVED

DEC 13 2016  
AGENDA ITEM #  
IN OFFICE OF MAYOR  
& CITY MANAGER

*Handwritten initials*

Josh Wakstein  
99 Hombre Cir.  
Panama City Beach, FL 32407  
Cell Phone #: 850-258-8772

Thank you for taking the time to consider my application to serve on the Panama City Beach Planning Board. I will do my best to be as brief as I can as you likely have many of these applications to review. I am a lifelong resident of Panama City Beach, FL and I have a strong desire to give back to the community that has given so much to me. I have several family owned businesses in and around Panama City Beach employing over 300 people during peak season at Hy's Toggery, Emerald Falls, Cobra Adventure Park, and others. Over the years I have been involved with many different types of businesses: Retail, Real Estate Development and Sales, Property Management, Restaurants, Employee Leasing, Amusement Parks and more. Doing business in Panama City Beach over the years I have become very familiar with the function the planning board serves and I would love to be a part of the board. I know that with my personal and business experience I could make a strong positive impact on the community serving in this role, and I thank you for your consideration.

#### Education:

- Florida State University: 2001-2005
  - Bachelor of Science Degree
  - Major: Communication Studies
  - Minor: Sociology
  - Graduated Cum Laude
  - Member of American MENSA
- Bay High School 1997-2001
  - Graduated in the top 10% of students.

#### Experience:

- Real Estate
  - As a member of a local development team I assisted in the planning, development, and sales of a 400 unit sub division turning raw land into affordable housing in unincorporated Panama City Beach.
  - I am also an active Florida Licensed Real Estate Broker. I have maintained an active RE License since 2005.
  - I also have extensive property management experience having personally managed up to 200 long term rental units at a time.
- Retail and Amusement Parks
  - As an owner of a few businesses that serve tourist for the majority of our business I understand just how important tourism is for our City to continue to grow. Though being a lifelong resident I understand that we have to make sure the growth is planned correctly for everyone's benefit.
  - It also enables me to have frequent interaction with young local and tourist families that visit us regularly and talk with them about the things they like and dislike about the current state of Panama City Beach.

If there are any questions you may have for me or would like more detail on me or my experience, please feel free to call me anytime at the number on the top of the page. Thank You.

# REGULAR AGENDA

## ITEM 9





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:  
CONSIDER FIRST READING OF ORDINANCE REQUIRING REMOVAL OF UNUSED CABLES FROM TOWERS AND POLES IN CITY ROW

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 regulates Facilities in its Right-of-ways and defines Facility broadly to include items such as electric and communications cables or conduit, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, and hand holes. The City has experienced problems with above-ground cables, conduits, ducts and fiber optics, particularly those related to communications facilities and services, being left in place after they have been cut or have been replaced. This has resulted in visual clutter that negatively impacts the aesthetics of the City, creates potential safety hazards, and causes concern to citizens who do not know which cables are live or capable of carrying dangerous levels of voltage. The City is entitled under its home rule authority to pass regulations related to health, safety and welfare except where prohibited by law. Florida Statute 337.01 confirms that the City may adopt reasonable regulations generally applicable to all providers of communications services relating to the placement or maintenance of communications facilities in its roads or rights-of-way.

Florida Statute 337.01 requires that, in addition to any other notice requirements, a municipality must provide to the Secretary of State, at least ten days prior to consideration on first reading, notice of a proposed ordinance governing a telecommunications company placing or maintaining telecommunications facilities in its roads or rights-of-way. Pursuant to this statute, the City has timely provided a copy of this ordinance to the Secretary of State for review.

If Council approves first reading of this Ordinance, a public hearing and second reading will be advertised for February 9, 2017 at 6pm.



ORDINANCE NO.1394

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES TO REQUIRE ABOVE-GROUND CABLES LOCATED IN WHOLE OR IN PART WITHIN A RIGHT-OF-WAY TO BE REMOVED AND DISPOSED OF IMMEDIATELY WHEN CUT OR REPLACED AND TO BE REMOVED WITHIN [14] DAYS OF WHEN IT IS NO LONGER IN USE; REPEALING ORDINANCES TO THE EXTENT OF ANY CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach ("City") regulates Facilities in its Right-of-ways and defines Facility broadly to include items such as electric and communications cables or conduit, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, and hand holes; and

WHEREAS, the City has experienced problems with above-ground cables or conduit, ducts and fiber optic, particularly those related to communications services or facilities, being left in place after they have been cut or have been replaced, and

WHEREAS, this has resulted in visual clutter that negatively impacts the aesthetics of the City, creates potential safety hazards, and causes concern to citizens who do not know which cables are live or capable of carrying dangerous levels of voltage; and

WHEREAS, the City is entitled under its home rule authority to pass regulations related to health, safety and welfare except where prohibited by law; and

WHEREAS, Section 337.401, Florida Statutes, confirms that the City may adopt reasonable regulations generally applicable to all providers of communications services relating to the placement or maintenance of communications facilities in its roads or rights-of-way; and

WHEREAS, Section 337.401, Florida Statutes, requires that, in addition to any other notice requirements, a municipality must provide to the Secretary of State, at least ten days prior to consideration on first reading, notice of a proposed ordinance governing a telecommunications company placing or maintaining telecommunications facilities in its roads or rights-of-way; and

WHEREAS, the City has provided a copy of this ordinance to the Secretary of State for review at least ten days prior to consideration on first reading.

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 19-159 of the Code of Ordinances of the City of Panama City Beach, related to duties associated with right-of-way permits is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

**Sec. 19-159. - Abandoned facilities.**

- A. Upon abandonment of a Facility owned by a Permittee in a Right-of-way, the Permittee shall notify the City within 90 days.
- B. The City may direct the Permittee by written notice to remove all or any portion of such abandoned Facility at Permittee's sole expense if the City determines that the Facility compromises safety for a Right-of-way user; prevents another from locating Facilities in that portion of Right-of-way when alternative locations not available; or creates a disruptive maintenance condition. If Permittee fails to remove all or any portion of an abandoned Facility as directed by the City within the reasonable time period required by the City under the circumstances, the City may perform such removal and charge the cost of the removal against the Permittee.
- C. In the event that the City does not direct the removal of the abandoned Facility, the Permittee, by its notice of abandonment to the City, shall be deemed to consent to the alteration or removal of all or any portion of the Facility by the City or another person at such third person's cost.
- D. **Notwithstanding the forgoing, the following more specific rules apply to all above-ground cables, conduits, ducts, fiber optics or poles located in whole or in part within a right-of-way:**
  - a. **Any cable, conduit, duct or fiber optic which is attached to a pole or tower and which has been cut shall be removed and disposed of immediately.**
  - b. **Any cable, conduit, duct or fiber optic shall be removed from a pole or tower and disposed of at the time a new or alternate cable has been attached for a similar purpose and the old cable is no longer in use.**
  - c. **In all other cases, a cable, conduit, duct, fiber optic or pole shall be removed and disposed of within [14] days following the date that it is no longer in use or has been disconnected from service.**
  - d. **The duty to remove unused facilities falls first to the owner of the unused or abandoned facilities, their successors or assigns, and if no such person or entity exists, to the entity owning or controlling the use of the pole or tower on which the unused or abandoned cable, conduit, duct or fiber optic is located.**

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

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

publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2017.

# REGULAR AGENDA

## ITEM 10





## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Building and Planning Department/Mel Leonard

**2. MEETING DATE:**

01/12/2017

**3. REQUESTED MOTION/ACTION:**

It is requested that the City Council further discuss the issue of parking requirements for dwellings in the FBO-1 Overlay District. Maps are attached to show the FBO-1 areas.

**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 Council requested staff to bring back discussion items related to potentially increasing the parking requirement for new single-family and multi-family dwellings in the FBO-1 Overlay District. The current parking requirement is 2 spaces for a single-family dwelling and 1.5 per unit for a multi-family structure. A possible change to the parking requirement could be one of the following:

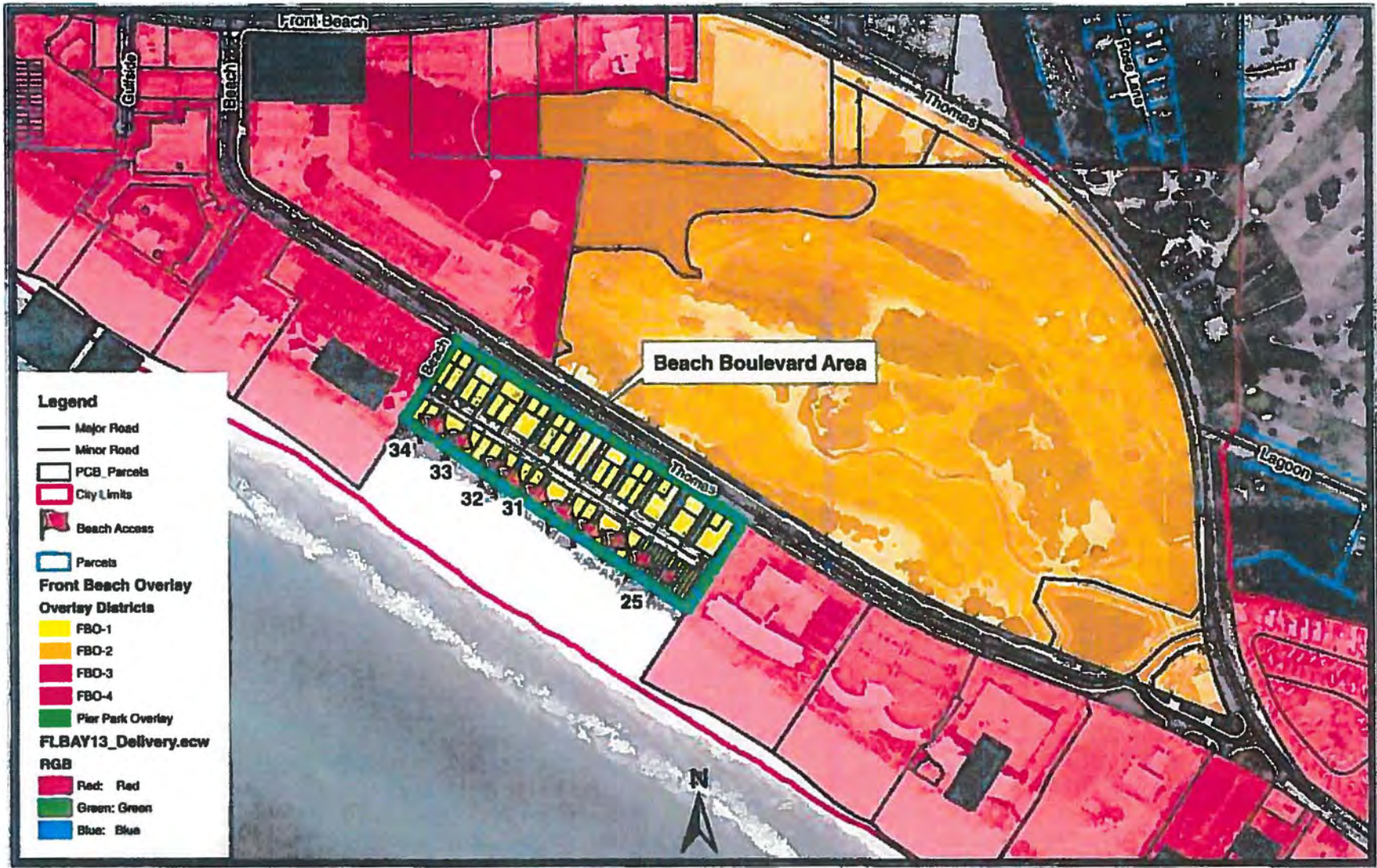
- 1.3 spaces per 1000 square feet of floor area;
- 1 space per 500 square feet of floor area; or,
- 1.3 spaces per 500 square feet of floor area.

The above formulas would result in requiring the following number of parking spaces:

	Current	1.3 per 1000sf	1.0 per 500 sf	1.3 per 500sf
1,500 square foot dwelling	1.5 - 2	2	3	4
2,000 square foot dwelling	1.5 - 2	3	4	6
3,000 square foot dwelling	1.5 - 2	4	6	8
5,000 square foot dwelling	1.5 - 2	7	10	13



# FBO-1 Districts



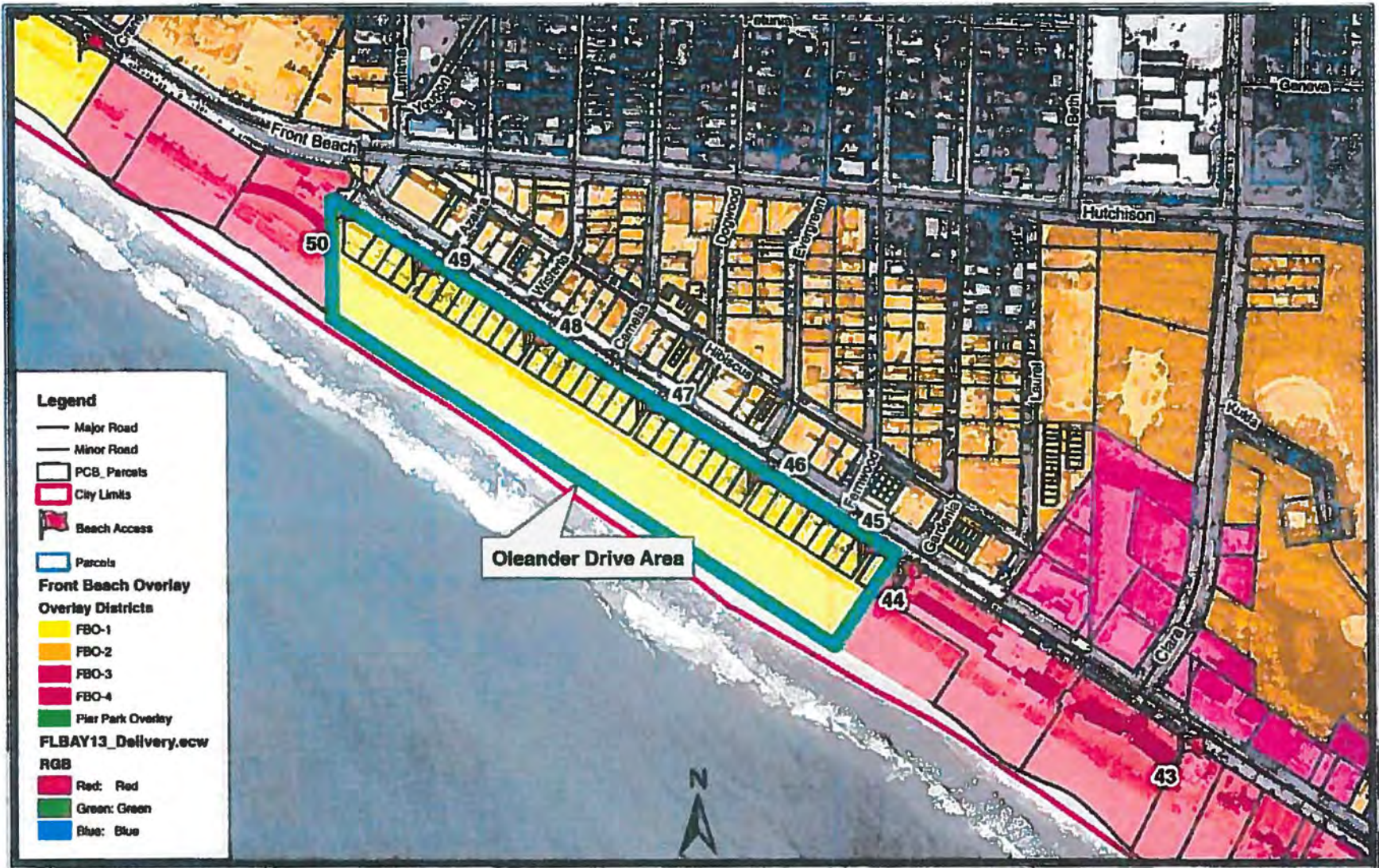
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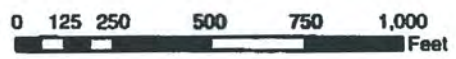
Prepared by The  
City of Panama City Beach  
Planning Department



# FBO-1 Districts



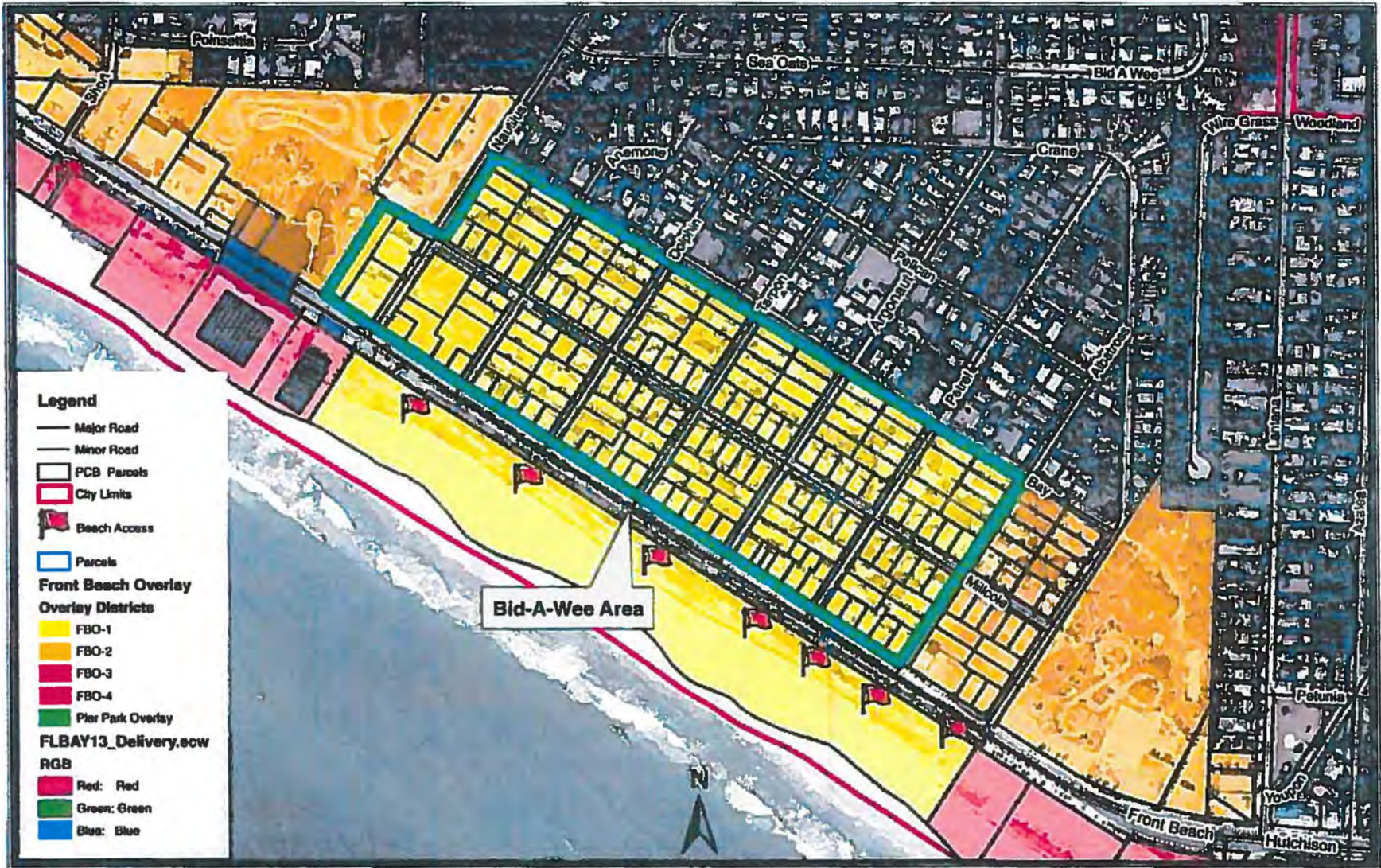
Oleander Drive Area



Prepared by The  
City of Panama City Beach  
Planning Department



# FBO-1 Districts



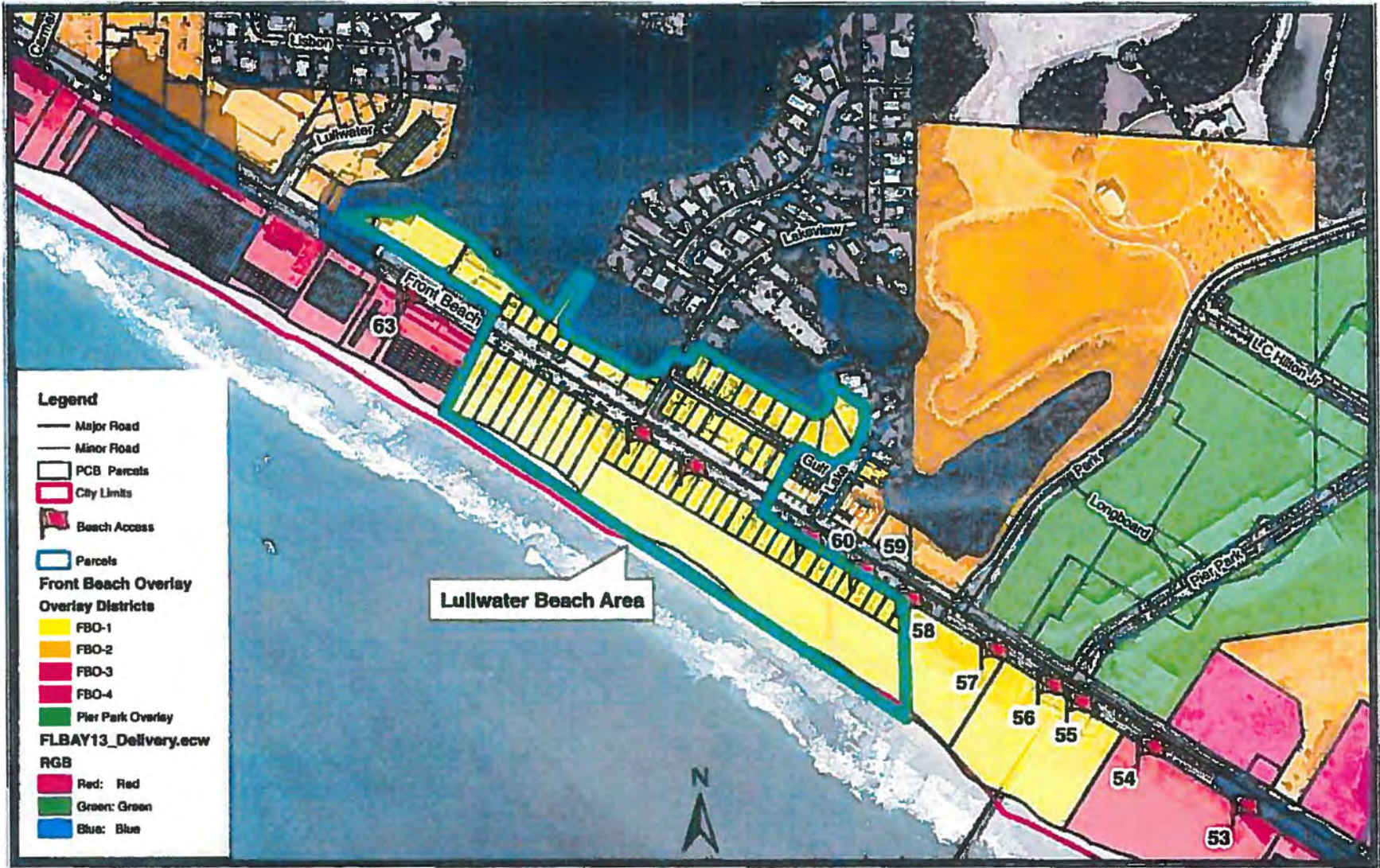
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Prepared by The  
City of Panama City Beach  
Planning Department



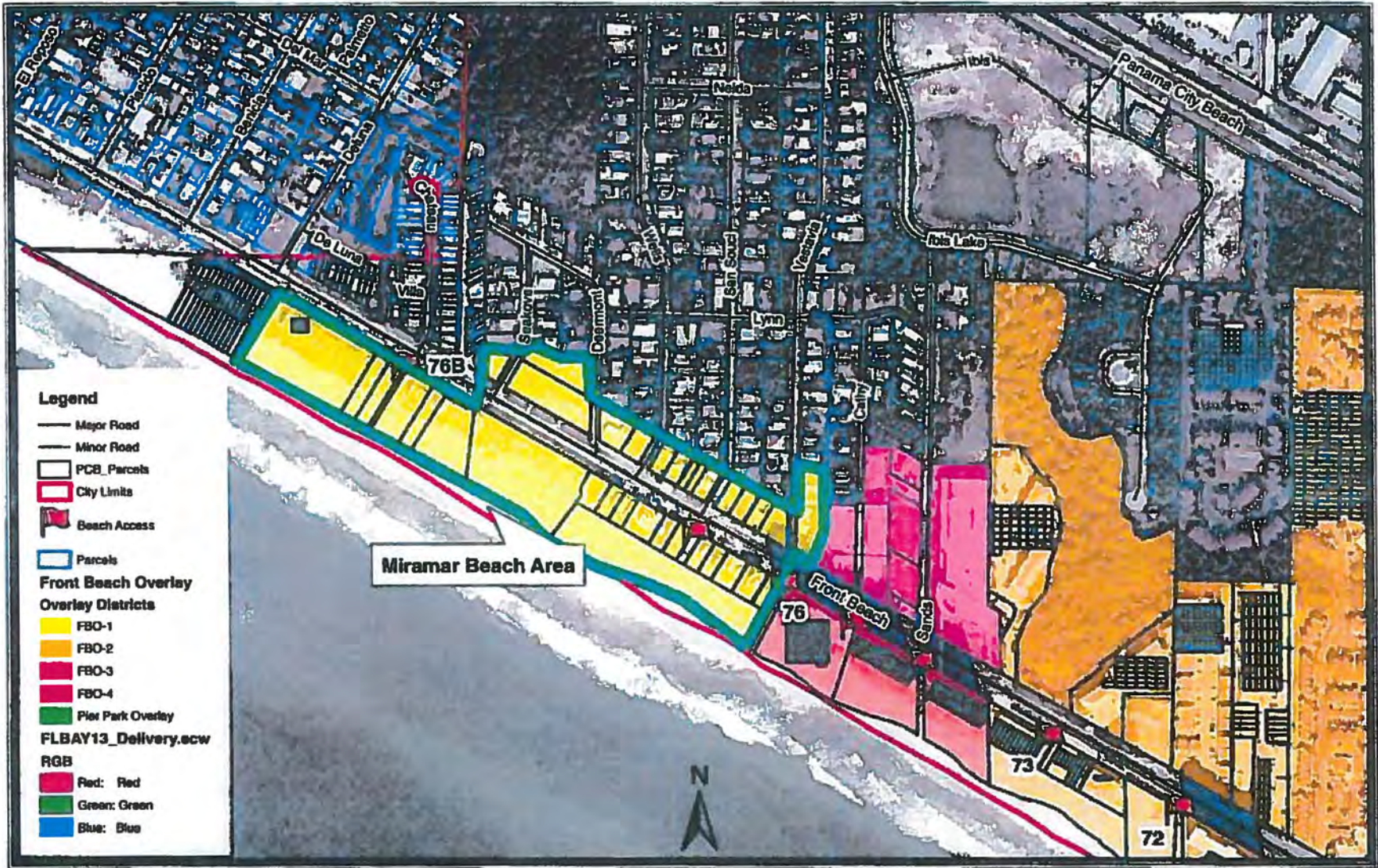
# FBO-1 Districts



Prepared by The  
City of Panama City Beach  
Planning Department



# FBO-1 Districts



0 125 250 500 750 1,000 Feet



Prepared by The  
City of Panama City Beach  
Planning Department



## ORDINANCE NO. 1405

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO PARKING STANDARDS FOR SINGLE FAMILY AND MULTIFAMILY DEVELOPMENTS IN FBO-1 ZONING DISTRICTS; ESTABLISHING PARKING STANDARDS FOR SINGLE FAMILY AND MULTIFAMILY DEVELOPMENTS LOCATED IN FBO-1 DISTRICTS AND AMENDING RELATED PROVISIONS TO CLARIFY THAT REQUIRED PARKING MUST BE PROVIDED ON-SITE FOR SINGLE FAMILY DEVELOPMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.05.00 of the Land Development Code of the City of Panama City Beach related to Off-Street Parking and Loading, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

### **4.05.00 OFF-STREET PARKING AND LOADING**

#### **4.05.01 Generally**

The design of off-**Street Parking Spaces** shall ensure that no part of the **Vehicle** shall over-hang any pedestrian or bicycle way or path, public easement, public road or public right-of-way. Required parking shall not be used for storage, seasonal sales, promotional sales or other retail or wholesale activities. Required parking shall be used for parking purposes only. Parking areas shall be designed to discourage right-of-way parking.

#### **4.05.02 Parking Space Requirements**

- A. Parking requirements for two (2) or more **Uses** on the same **Parcel** or **Lot** shall be determined individually for each **Use**.
- B. **Accessory Uses** shall not be required to have additional **Parking Spaces**, beyond the number of spaces required for the **Principal Use**.

Ord. 1405  
Page 1 of 10

- C. The minimum number of **Parking Spaces** shall conform to the standards in Table 4.05.02.A. **Parking Space** requirements for any **Use** not specifically identified in Table 4.05.02.A shall be determined from the **Publication** Parking Generation, issued by the Institute of Transportation Engineers or other documented applicable standards, such as a local survey of similar **Land Uses** that identify the amount of parking needed to meet demand for ninety (90) percent of the operating hours.
- D. Parking requirements for two (2) or more uses of the same or of different types may be provided by the establishment of the required number of spaces for each use in a common parking area, provided that all such uses being served by a common parking area are under the same ownership. **Accessory Uses** shall not be required to have additional parking spaces other than those required by the principal use. (Code 19.2.2)
- E. An enclosed garage shall not be counted toward the required parking for **Single Family or Multi-family Dwellings**.

**Table 4.05.02.A: Parking Space Requirements**

Type of Use or activity	Minimum Number of Spaces
Airports (commercial and general aviation)	1 per 100 s.f. of waiting room floor area.
<b>Amusements</b> and amusement parks	See supplemental standards.
Animal hospitals and <b>Kennels</b>	2 per 250 s.f. of floor area for those properties located within 500 feet of Front Beach Rd., Thomas Dr. or S. Thomas Dr. Elsewhere, 3.33 per 1,000 s.f. of floor area.
Assembly places (churches and places of worship, funeral homes, schools, theaters, auditoriums, <b>Arenas</b> , <b>Civic Centers</b> and facilities with an auditorium, sanctuary or gathering place, whether fixed seats or open area)	1 per 5 seats.
Automotive facilities, <b>Service Stations</b> , repair facilities, body shops and similar <b>Uses</b>	2 spaces plus 4 spaces per service bay in addition to spaces required for retail space.
Automotive and <b>Vehicles</b> sales	1 per 3,000 s.f. of open or enclosed sales area, plus 4 per 1,000 s.f. of floor area devoted to repair.
Clubs and lodges (including fraternities, sororities and other social or civic membership organizations)	1 per 5 seats in the largest assembly area.
Commercial activities ( <b>Retail Sales</b> , retail business and business <b>Uses</b> not otherwise specified)	3.33 per 1,000 s.f. of g.l.a.
Convenience store	4 per 1,000 s.f. of g.l.a.
Day-care, child care, private schools	1 per staff member plus 1 space per 5 children based on maximum occupancy, including drop-off guests.



Type of Use or activity	Minimum Number of Spaces
Eating, drinking or entertainment establishments	1 per 4 seats <u>or</u> 1 per 60 s.f. of floor area devoted to assembly, whichever results in the greater number of spaces, plus 1 per 5 employees on the largest shift.
Group lodging, including <b>Nursing Homes</b> , rest homes, convalescent homes, dormitories, rooming houses, boarding houses, assisted care facilities and other similar short-term lodging with or without care	1 per 2 beds.
Hospitals and other medical facilities providing overnight accommodations	1 per patient bed.
Hotels, motels and other similar lodging and accommodations establishments, <u>without</u> restaurants, lounges, gift shops or convention or meeting rooms	1 per guest room, plus 1 per 3 employees on the largest shift.
Hotels, motels, apartment hotels and other similar lodging and accommodations establishments, <u>with</u> restaurants, lounges, gift shops or convention or meeting rooms	1.3 per guest room, plus 1 per 3 employees on the largest shift.
Libraries and museums	2 per 250 s.f. of floor area devoted to assembly.
M-1 <u>Uses</u> , <u>with</u> associated <b>Retail Sales</b> or retail services	1 per 400 s.f. of floor area, plus 3.33 per 1,000 s.f. of g.l.a for retail or services.
M-1 <u>Uses</u> , <u>without</u> associated <b>Retail Sales</b> or retail services	1 per 400 s.f. of floor area.
Mini-warehouse facilities	4 per 5,000 sq.ft. of gross office/retail floor area.
Motorcycle and paddle boat rentals	1 per employee on the largest shift, plus 1 per 2 rental <b>Vehicles</b> .
<b>Multi-family Dwellings (non-FBO-1)</b> and condominiums, excluding hotels and motels.	1.5 per unit.
Offices, including medical and dental offices, clinics, government offices and office <b>Buildings</b>	3.33 per 1,000 s.f. of floor area.
Professional or <b>Personal Service</b> establishments and medical or dental offices or office <b>Buildings</b>	3.33 per 1,000 s.f. of floor area.
Recreational clubs (includes country clubs, golf clubs, tennis and racquet clubs, <b>Health Clubs</b> , gun clubs and other facilities providing outdoor sporting or <b>Recreational</b> activities)	3.33 per 1,000 s.f. of floor area.
Shopping Centers	3.33 per 1,000 s.f. of floor area.
<b>Single Family Dwellings (non FBO-1)</b>	2 per unit.
<b>Single Family and Multi-family Dwellings in an FBO-1</b>	<b>1 space per 500 s.f. of floor area.</b>

Notes: s.f. = square feet. g.l.a. = gross leasable area  
(Ord. #1254, 11/14/13; Ord. #1351, 11/12/15)

- F. Where the calculation of **Parking Spaces** results in a fraction, the number shall be rounded up to the nearest whole number.
- G. All **Single Family or Multi-family Developments** containing three (3) or more **Lots** or **Dwelling Units** shall provide overflow parking for that **Development**. Each overflow parking space shall measure twelve (12) feet by thirty (30) feet. The number of overflow **Parking Spaces** to be provided shall be determined as follows in Table 4.05.02.B:

**Table 4.05.02.B: Overflow Parking Requirements**

Development Size	Overflow Parking Required
3 to 5 <b>Lots</b> or units	1 space
6 to 10 <b>Lots</b> or units	2 spaces
11 to 20 <b>Lots</b> or units	3 spaces
21 to 30 <b>Lots</b> or units	4 spaces
Over 30 <b>Lots</b> or units	4 spaces plus 1 space for every thirty (30) <b>Lots</b> or units in excess of thirty (30) <b>Lots</b> or units.



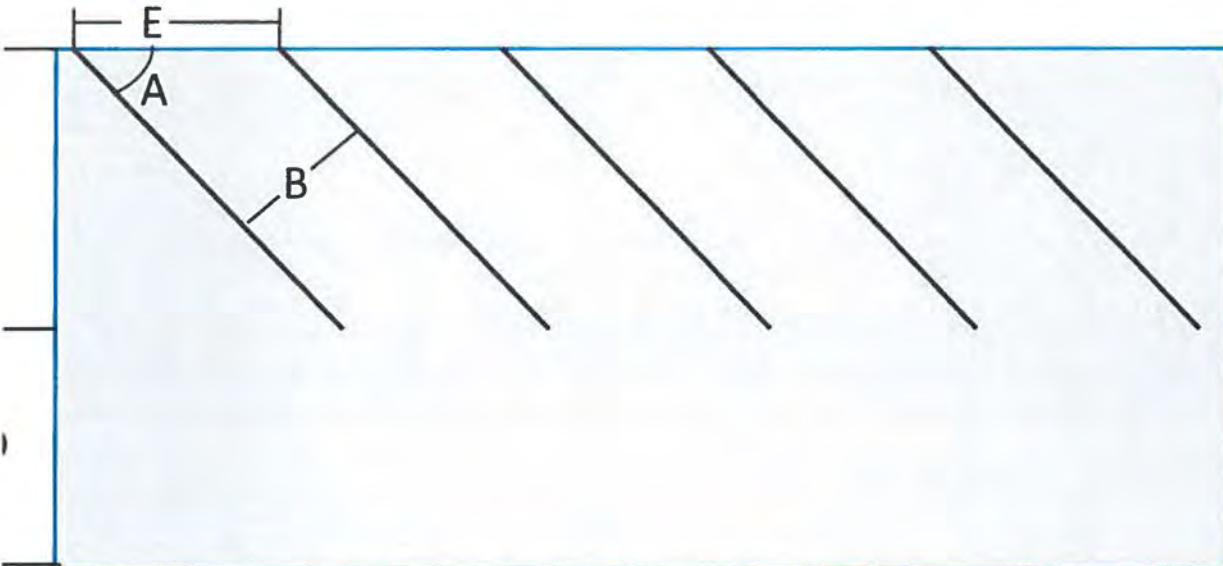
### 4.05.03 Parking Design, Location and Access Requirements

A. *Parking Spaces* shall be designed according to Table 4.05.03.A.

**Table 4.05.03.A: Parking Space design standards**

A Parking Angle (degrees)	B Standard Stall Width (feet)	C Stall Depth from Curb (feet)	D Aisle Width 1-way/2- way (feet)	E Curb Length (feet)	Minimum Lot Width (feet) (2 rows plus aisle)
0	9	9	10/22	22	28
30	9	15	10/22	18	40
37.5	9	16	11/22	15.1	43
45	9	17	13/22	12.7	47
52.5	9	18	15/22	11.4	51
60	9	19	18/22	10.4	56
90	9	20	23/23	9	63

Note: Letters A-E in the first 5 columns correspond to the angles and dimensions shown below.



B. All

**Parking Lots and Vehicular Use Areas** shall be surfaced in accordance with the surfacing requirements established in section **Error! Reference source not found..**

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

C. No portion of any **Parking Space** shall be located within a public right-of-way except for those areas identified **for such use** by the Front Beach Road Community Redevelopment Agency or as otherwise authorized by this **LDC**.

- D. Except for *Single Family* and duplex *Driveways* and authorized head-in parking within the public right-of-way, **Parking Spaces** shall be designed to prohibit backing and driving forward directly into a public right-of-way. **Parking Spaces** shall be designed so that cars do not have to back across a sidewalk.
- E. Except for spaces serving *Single Family* residences, **Parking Spaces** shall be designed to prohibit any space from being inaccessible when any other space is occupied.
- F. When an area is designated to provide off-**Street** parking facilities, but individual **Parking Spaces** are not delineated, a minimum of three hundred fifty (350) square feet per **Parking Space** shall be used for computing the minimum total required parking area including driving lanes, maneuvering areas and **Parking Spaces**.

M.. All *Single Family Residential Parking Spaces* shall be located on property contiguous to the **Dwelling**.

SECTION 2. From and after the effective date of this ordinance, Section 7.02.03I of the Land Development Code of the City of Panama City Beach related to General Parking Requirements in Front Beach Road Overlay Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

#### **7.02.03 Front Beach Road Overlay Districts**

##### **I. General Parking Requirements**

All **Uses** shall provide on-site and overflow parking as required in section 4.05.00 and the **City's** Beach access parking mitigation requirements, except as modified by sections 7.02.03I and 7.02.03J.

Parking shall be landscaped as required in section 4.06.04. The **City** finds that adequate parking is important for the economic success of commercial corridors. At the same time, excessive parking degrades the corridor's urban design and impedes the **City's** objectives for walkability and multi-modal transportation alternatives. Accommodating required parking on many properties will be challenging due to small **Lot** sizes and the higher cost of structured parking. Dispersing parking off-site in a way that serves multiple properties provides a more efficient, cost-effective and sustainable way to serve the **FBO** districts' parking needs. For these reasons, the Front Beach overlay districts require that a certain percentage of parking be provided on-site, provide incentives for the **Use** of shared parking and establish a process to enable applicants to enter into parking partnerships that provide public benefits that offset the need to strictly comply with public parking policy.

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

1. **Minimum Parking Requirements.** All **Uses** shall provide **Parking Spaces** as required in section 4.05.02 (Parking), except where parking is shared as provided in section 7.02.03I.5 (Shared



Parking) or where the developer participates in a parking partnership as provided in section 7.02.03I.6 (Parking Partnerships) of this section.

2. **Minimum On-site Parking.** Table 7.02.03.J establishes the minimum percentage of total parking requirements that must be provided on the same *Parcel* as the *Use* it serves, or if the *Use* is non-Residential on a contiguous *Parcel* or on a *Parcel* that is on the opposite side of a *Street*. For purposes of this requirement, parking will be determined to be on the opposite side of the *Street* if at least one-fourth of the *Parking Lot* or structure is included within an area that is directly opposite the *Building* or *Use* for which the parking is required. The remaining parking may be provided on-site, or provided off-site in accordance with paragraph 3 of this section, or by parking partnership in accordance with paragraph 6 of this section. For *Uses* not listed, the *City Manager* shall determine the percentage of parking required on-site by determining which *Use* in the table is most similar to the proposed *Use*.

Table 7.02.03.J: Minimum On-Site Parking Requirements

Uses	Minimum Percentage of Required Parking Spaces Required On-Site
<b>Residential</b>	100%
Retail/Restaurant	70%
Office	80%
Lodging	90%
Entertainment	70%
Conference Centers	70%
Mixed <i>Uses</i>	90%

3. **Location.** Parking, other than spaces provided on site in accordance with paragraph 2 of this section, shall be provided in any combination of the following locations approved by the *City Manager*:
  - (a) On another *Lot* or *Parcel* within five hundred (500) feet of the proposed *Development*, as measured along the closest dedicated right-of-way or pedestrian way from the front *Building* entry to the nearest point of the off-site *Parking Lot* or structure; or
  - (b) On another *Lot* or *Parcel* more than five hundred (500) feet but less than three-quarters of a mile from the proposed *Development*, as measured along the closest dedicated right-of-way or pedestrian way from the front *Building* entry to the nearest point of the off-site *Parking Lot* or structure. Both the *Development* and the off-site parking facilities must be located within one hundred (100) feet of an existing transit facility. A "transit facility" includes a bus or tram shelter or multi-modal facility. The transit facility is "existing" if it is currently in existence, is under construction or is funded within the first two (2) years of the transit provider's Capital

Improvements Program. If a **Development** relies on this section and the transit stop is closed through no fault of the property owner the owner can continue to rely on the parking.

- (c) Within the public right-of-way along **Local Streets** interior to a subdivision as approved by the **City**. No on-**Street** parking shall be allowed on Front Beach Road, South Thomas Drive or Arnold Road.
  - (d) In a public **Parking Lot** through a parking partnership as provided in section 7.02.03I.6 below. One (1) space will be counted toward the minimum parking requirement for every public **Parking Space** for which the applicant provides via a parking partnership.
4. All off-site parking areas shall meet the following requirements:
- (a) The off-site parking areas shall be connected to the **Use** they serve by a pedestrian connection meeting the requirements of sections 4.05.03 and 4.05.04, as applicable.
  - (b) The owner of the off-site parking area shall enter into a written agreement with the applicant that reserves the necessary spaces for the proposed **Development**.
  - (c) The owner of the off-site parking area shall enter into a written agreement with the **City** that the off-site **Parking Spaces** shall not be disposed of except in conjunction with the sale of the **Building** with the parking area serves and that the off-site **Parking Spaces** will be reserved and maintained so long as they are required. The owner shall bear the expense of recording the agreement and shall agree that the agreement shall bind all heirs, successors and assigns.
5. **Shared Parking.** When a **Parcel**, a single project or a block within a single project contains a mix of **Uses**, the minimum parking requirement for the block may be reduced by up to the percentages shown in Table 7.02.03.K. When an applicant proposes a mix of three (3) or more **Uses**, the **City Manager** shall consider the two dominant **Uses** and any supplemental studies provided by the applicant when determining the maximum percentage reduction for shared parking. For purposes of this section, **Parcels** under separate ownership shall be considered a single project if permanent cross **Access** and the right to use shared parking is provided between parking areas on all abutting **Lots**.

**Table 7.02.03.K: Shared Parking Requirements**

Uses	Maximum Percentage Reduction of Total Required Parking Spaces
<b>Residential &amp; Office</b>	25%
<b>Residential &amp; Retail/Restaurant</b>	10%
<b>Office &amp; Retail/Restaurant</b>	25%
<b>Lodging &amp; Residential</b>	10%
<b>Lodging &amp; Office</b>	20%
<b>Lodging &amp; Retail/Restaurant</b>	10%

6. **Parking Partnerships.** The Planning Board may approve, at the time of **New Development, Redevelopment or Change of Use**, the provision of a parking arrangement that does not strictly comply with standards for on-site or shared parking. The ability to **Use** a parking partnership is not a right, but may be approved as a condition by the Planning Board provided that such arrangement:

- (a) Is provided to the Board as evidence that the detriment resulting from the deviation from public policy is offset by the benefit of the parking provided by the arrangement;
- (b) Does not unreasonably burden vacant lands or existing **Development** which is not undergoing **New Development, Redevelopment or Change of Use**;
- (c) Provides for parking to be available concurrently with the issuance of a **Certificate of Occupancy** for the **Use** or **Uses** requiring the parking; and
- (d) Does not bar the subsequent lawful imposition of any assessment.

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

7. **Bicycle Parking.** Bicycle parking shall comply with the provisions of section 4.05.06 and shall be located so that the bicycle parking is within one hundred (100) feet of a public entry to the **Building or Use** it serves and that it does not interfere with pedestrian movement.

(Ord. # 1252, 12-13-12)

8. **Motorcycle/scooter parking, reduction.**

- (a) Motorcycle and scooter parking may substitute for required **Parking Spaces** for non-residential **Uses**. Existing parking may be converted to take advantage of this provision.
- (b) Motorcycle and scooter parking may substitute for up to five (5) automobile spaces or five (5) percent of the required **Parking Spaces**, whichever is less. For every four (4) motorcycle **Parking Spaces** provided, the automobile parking requirement may be reduced by one (1) space.
- (c) Motorcycle and scooter **Parking Spaces** shall measure at least four (4) feet in width by eight (8) feet in length.
- (d) Motorcycle and scooter **Parking Spaces** shall be identified or designated through the **Use** of signage or pavement markings.

9. **Beach Parking**

No **New Development, Redevelopment or Change of Use** of any **Premises** located in whole or in part within an FBO district shall be permitted unless there is paid to the **City** an amount equal to six thousand five hundred (\$6,500) for each fifty (50) linear feet or part thereof, of such **Parcel** which for all practical purposes is adjacent to the waters or the sand beach of the Gulf of Mexico.



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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2017.



# REGULAR AGENDA

## ITEM 11



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
Panama City Beach Police Department

2. MEETING DATE:  
JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:  
Request for Budget Amendment for Edward Byrne Memorial Justice Assistance Grant- Project 25 Compliant Radios and Microphones

4. AGENDA  
PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)  
On December 12, 2016, the Project 25 Compliant Radios and Microphones (Countywide Competitive-subgrant #2017-JAGC-BAY-6-F9-154) Edward Byrne Memorial Justice Assistance Grant was approved by FDLE State of Florida Office of Criminal Justice Grants for \$19,892.00. The funds will be utilized for the purpose of reducing crime and improving public safety; by purchasing six (6) Motorola APX6000Li P25 compliant portable radios with microphones and accessories (unit price \$3,315.33). This purchase will continue our efforts to offset the cost of replacing our aging analog radio system when the County switches to a complete digital system.

## RESOLUTION 17-37

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; APPROVING THE PURCHASE OF SIX PORTABLE RADIOS AND ACCESSORIES FROM MOTOROLA SOLUTIONS IN THE TOTAL AMOUNT OF \$19,892 TO BE PAID FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT AND EXPENDITURE OF FUNDS FOR THIS PURPOSE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, On December 12, 2016, the City was awarded the Edward Byrne Memorial Justice Assistance Grant in the amount of \$19,892 for the project entitled PROJECT 25 COMPLIANT RADIOS AND MICROPHONES; and

WHEREAS, the City's police department would like to use this grant money to purchase six Motorola APX6000Li P25 compliant portable radios and accessories for sworn officers; and

WHEREAS, neither the receipt of the grant nor the radios were anticipated when the budget was prepared, such that this revenue and these expenses were not included in the budget for FY2016-17; and

WHEREAS, a budget amendment is necessary to reflect the total revenue of \$19,892 to be received from the grant and the expenditure of a like amount for items requested in the grant agreement.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain agreement between the City and Motorola Solutions for the purchase of six 800 MHz portable radios and accessories, in the total amount of Nineteen Thousand Eight Hundred Ninety Two Dollars (\$19,892), on substantially the terms set forth in the quote attached as Exhibit A, with such changes, insertions or omissions as may be approved by the City Manager, and his execution of such agreement shall be conclusive evidence of such approval. This approval is conditioned upon Motorola's execution and delivery of certain affidavits required by the grant agreement in substantially the form attached as Exhibit B.
2. The following budget amendment #10 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit C, for the purposes stated herein.
3. This Resolution 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 January, 2017.

CITY OF PANAMA CITY BEACH

By \_\_\_\_\_  
MIKE THOMAS, MAYOR

ATTEST:

\_\_\_\_\_  
DIANE FOWLER, CITY CLERK





Motorola Solutions, Inc.  
P. O. Box 404059  
Atlanta, GA 30384-4059

(850) 445-7584  
(850) 575-9545  
dobbies@firmcomm.net

AGENDA ITEM # 11

8-Jul-16 Panama City Beach Police Department RFP Number 081915

APX6000LI 700/800 MODEL 2.5 PORTABLE - ANALOG & P25 TRUNKING					
6.9.13					
	MODEL #	DESCRIPTION	PRICE	QTY	EXTENDED PRICE
1	H98UCF9PW6 N	APX6000LI 700/800 MODEL 2.5 PORTABLE	\$1,850.00	7	\$11,550.00
1a	QA02756	ADD: 3800 OR 9800 TRUNKING	\$1,177.50	7	\$8,242.50
1c	H112	DEL: DELETE STANDARD ANTENNA	(\$7.50)	7	(\$52.50)
1d	H885	2 YR RSA (3 YR WARRANTY COVERAGE)	\$84.00	7	\$688.00
2	WPLN7080	CHARGER	\$100.00	7	\$700.00
3	PMNN4403	LIION IMPRES 2150MAH IP67 BATT (SPARE BATTERY)	\$93.75	7	\$656.25
4	PMMN4060	PUBLIC SAFETY MIC 24 IN	\$131.20	7	\$918.40
5	PMAF4002	APX PSM 700/800MHZ ANTENNA	\$8.62	7	\$67.35
6	SERVICE	PROGRAMMING		1	\$539.00
<b>APX6000LI Model 2.5 =</b>					<b>\$23,209.00</b>

Notes: 1. Above pricing from State Contract No. 725-500-12-1 as well as Panama City Beach Bid Notice 081915  
2. Radios quoted above are equipped to operate on the current 800MHz SmartNet radio system as well as operate on the P25 platform.

Exhibit A

**SWORN STATEMENT re:**

**List of Parties Excluded from Federal Procurement and Non-procurement Programs**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_

For \_\_\_\_\_

Whose business address is \_\_\_\_\_

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): \_\_\_\_\_

I \_\_\_\_\_, being first duly sworn, state:

1. I am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (business name of Vendor) and that I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

2. I hereby certify that neither the Vendor nor any of its principals are excluded from Federal Procurement and Non-Procurement Programs.

By \_\_\_\_\_, 20\_\_\_\_\_  
Signature of Affiant Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[printed, typed or stamped  
Commissioned Name of Notary Public]

*Exhibit B*

AGENDA ITEM # 11

**City Procurement Agent SWORN STATEMENT re:**

**List of Parties Excluded from Federal Procurement and Non-procurement Programs**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

I \_\_\_\_\_, being first duly sworn, state:

1. I am a city employee and the lead procurement agent for the competitive solicitation titled:

for which the most responsive and responsible bidder (Vendor) responding to that competitive solicitation is:

2. I hereby certify that I have searched this entity's records for information indicating their exclusion from federal procurement and non-procurement programs as published at [www.sam.gov](http://www.sam.gov), which search indicates that the Vendor has no active exclusion.

By \_\_\_\_\_, 20\_\_\_\_  
Signature of Affiant Date

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[printed, typed or stamped  
Commissioned Name of Notary Public]

**CONFLICT OF INTEREST STATEMENT AND AFFIDAVIT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes. The City of Panama City Beach ("City") will not contract or transact business with a vendor, and any contract with a vendor shall be void, if a conflict of interest under State or local laws occurs and neither an exemption nor opportunity to waive the conflict exists, or an opportunity to waive the conflict exists but the City does not waive it. If a conflict of interest is waivable, the City shall have the sole authority to waive the conflict.

DISCLOSURE: Vendors must complete and submit the attached Conflict of Interest Disclosure Affidavit. The Affidavit must be signed by an officer of the corporation if the vendor is a corporation or by an authorized individual if the business is other than a corporation, and notarized by notary public. The Vendor may disclose any additional information in the Affidavit regarding the existence or appearance of a conflict of interest under state or local laws. Whenever a vendor is in doubt as to the applicability state or local conflict of interest law as to itself, the vendor may submit to the City Attorney a full written statement of the facts and questions the vendor has, and the City Attorney shall render an opinion. The failure to complete and submit the Affidavit with the proposal/bid will render the vendor non-responsible and the proposal non-responsive. If the vendor or authorized agent omits, misrepresents or falsifies material information required by the Affidavit, the vendor shall be rendered non-responsible and the proposal bid non-responsive, and if a proposal bid is selected forward and/or contract negotiation and execution, the selection of the vendor and any executed contract shall be void.

**CONTRACTOR DISCLOSURE STATEMENT**

I \_\_\_\_\_, being first duly sworn, state:

I am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (business name) and that I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

The full legal name and business address of the person or entity contracting or transacting business with the City of Panama City Beach are:

The business is formed as a (please circle one):  
corporation / limited partnership / general partnership / sole proprietorship / other  
If other, please explain:



The business was formed or incorporated in the following year and state:

I. FOR CORPORATIONS:

A. The following employees, board members or purchasing agents of the City or their spouses or children are officers or directors of the corporation:

B. The following employees, board members or purchasing agents of the City or their spouses or children or any combination thereof hold directly or indirectly more than 5% but less than 10% ownership in the corporation's stock:

C. The following employees, board members or employees of the City or their spouses, children or parents hold directly or indirectly 10% or more of the ownership in the corporation's stock:

D. The following employees, board members or employees of the City are employees of or in a contractual relationship with the corporation:

II. FOR PARTNERSHIPS, FIRMS OR OTHER BUSINESS ENTITY (excluding corporations)

A. The following employees, board members or purchasing agents of the City or their spouses or children are partners, officers or proprietors:

B. The following employees, board members or purchasing agents of the City or their spouses or children or any combination thereof own, directly or indirectly, more than 5% but less than 10% of the firm, partnership or other business entity:

C. The following employees, board members or employees of the City or their spouses, children or parents own, directly or indirectly, 10% or more of the firm, partnership, or other business entity:

D. The following employees, board members or employees of the City are employees of or in a contractual relationship with the firm, partnership or other business entity.

III. FOR INDIVIDUALS

A. The individual seeking to contract or to transact business with the City is a trustee, board member or employee of the City or the spouse, child or parent of a trustee, board member or employee of the City:

B. The following employees, board members or employees of the City are employees of or in a contractual relationship with the individual:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO CITY OF PANAMA BEACH IS FOR THE CITY OF PANAMA CITY BEACH ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials.

I understand that an "organizational conflict of interest" as defined in 23 CFR Section 636.116 means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the City, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.

By \_\_\_\_\_, 20\_\_\_\_  
Signature of Affiant Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[printed, typed or stamped  
Commissioned Name of Notary Public]

AGENDA ITEM # 11

## EVALUATOR'S CONFLICT OF INTEREST AFFIDAVIT

To protect the integrity of the public procurement process, it is essential that proposals be evaluated in an unbiased manner and without real or apparent conflicts of interest, and that the contents of proposals remain confidential throughout the evaluation process. You have been selected as an evaluator not only because of your practice area or practical expertise, but also because the procurement agent and your supervisor are not aware of any bias, business or family relationships, or any other conflicts that could affect, or which could be perceived to affect, your fair, honest and impartial participation in the evaluation of proposals. As an evaluator you are expected to: 1) discharge your duties impartially so as to assure fair, competitive access to procurement by responsible contractors, and 2) conduct yourself in a manner which fosters public confidence in the integrity of the City procurement process.

### AFFIDAVIT

I \_\_\_\_\_, being first duly sworn, state:

1. I understand that an "organizational conflict of interest" as defined in 23 CFR Section 636.116 means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the City, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.
2. I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials.
3. I certify that I, and to the best of my knowledge, neither my spouse, child or parents:
  - a. Are not current or former employees of any of the firms in the industry that I foresee would submit a proposal.
  - b. Are not directors, officers, owners, partners, agents, or representatives of any of the firms in the industry that I foresee would submit a proposal.
  - c. Do not hold any stock or any financial interest in any of the firms in the industry that I foresee would submit a proposal.
4. I certify that I will not during the solicitation process:
  - a. Solicit or accept, directly or indirectly, any promise of future employment or business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any director, officer, owner, partner, employee, representative, agent or consultant of a Vendor/Contractor that submits a proposal, or their proposed subcontractors.

- b. Ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any director, officer, owner, partner, employee, representative, agent, or consultant of a Vendor/Contractor that submits a proposal, or their proposed subcontractors for this project. I will advise my immediate family that the acceptance of any such gratuity may be imputed to me as a violation, and must therefore be avoided by them.
5. I understand that my obligations under this certification are of a continuing nature. I will immediately seek the advice of the City Attorney and report the circumstances to my supervisor and to the procurement agent if at any time during the RFP process:
- a. I receive a contact from a Vendor/Contractor that submits a proposal, or their proposed subcontractors, concerning employment or other business opportunity.
  - b. I receive an offer of a gift from a Vendor/Contractor that submits a proposal, or their proposed subcontractors.
  - c. I encounter circumstances where my participation might result in a real, apparent, or potential conflict.
6. I certify that I will not divulge nor make known, in any manner whatsoever, to any person, other than a member of the evaluation committee or other individual who has a confidentiality statement for the same procurement, or to judicial or law enforcement authority, after consultation with City Attorney, any information (which has not already been made available to the public or all interested offerors) pertaining to any and all aspects of the solicitation including but not limited to the contents of Vendor/Contractor's proposals, the scoring method, points allotted, evaluator scores, costs, or any other confidential information regarding the solicitation process.
- a. I understand that unauthorized sharing of information may give an offeror an unfair advantage over another offeror and thereby render the process invalid.
  - b. I understand that if I divulge such information I may be subject to disciplinary action, including termination of my employment with the City.
  - c. I understand and agree to maintain security and control over all documents containing non-public solicitation information which are in my custody.

By \_\_\_\_\_, 20\_\_\_\_\_



Signature of Affiant

Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[printed, typed or stamped  
Commissioned Name of Notary Public]

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

No. BA # 10

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.60-10	Capital Outlay < \$5,000	145,500.00	19,892.00	165,392.00
TO	001-0000-331.20-30	Grants Public Safety Edward Byrne JAG	0.00	<b>(19,892.00)</b>	<b>(19,892.00)</b>
TO			0.00	0.00	0.00
FROM			0.00	0.00	0.00
TO			0.00	0.00	0.00
FROM			0.00	0.00	0.00
TO			0.00	0.00	0.00
FROM			0.00	0.00	0.00
					0.00
TO			0.00	0.00	0.00
FROM			0.00	0.00	0.00
		Check Adjustment Totals:	145,500.00	0.00	145,500.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the budget to reflect the award of Edward Byrne JAG Project 25 Compliant Radios grant and to appropriate funds for expenditure of the grant award

ROUTING FOR APPROVAL

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE

\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

AGENDA ITEM # 11  
*Exhibit C*

# REGULAR AGENDA

## ITEM 12



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:

Consideration for temporary closure of portions of certain roads internal to Pier Park on 2/24-2/26/17, & authorizing, careful traffic control & extraordinary usage of portions of Front Beach Road on 2/25/17.

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 2017 Panama City Beach Mardi Gras & Music Festival Bourbon Street Party will be held on Friday, February 24 and Saturday, 25, 2017. The Children's parade will be held on Friday, February 24, 2017 and the Panama City Beach Mardi Gras at the Beach parade will be held on Saturday, February 25, 2017.

The event necessitates temporary closure of portions of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Sea Monkey Way, and Pier Par Drive from L.C. Hilton Jr. Drive to Longboard Way on February 24 through February 25, 2017, and careful traffic control and extraordinary usage of Front Beach Road from Powell Adams Road to West Pier Park Drive on February 25, 2017 in the corporate limits of Panama City Beach.

Staff recommends approval.



RESOLUTION NO. 17-40

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF CERTAIN ROADS INTERNAL TO PIER PARK TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AND MUSIC FESTIVAL BOURBON STREET PARTY ON FEBRUARY 24 AND 25, 2017; AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF PORTIONS OF FRONT BEACH ROAD ON SATURDAY, FEBRUARY 25, 2017, TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AT THE BEACH PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the 2017 Panama City Beach Mardi Gras and Music Festival will be held on Panama City Beach on February 24 and 25, 2017, an event which will include a Children's Parade through Pier Park on the evening of Friday, February 24, 2017, a Parade through Pier Park on the evening of Saturday, February 25, 2017, and a Street Party in Pier Park on the evenings of February 24 and 25, 2017, all of which the City finds necessitates careful traffic control and extraordinary usage of certain sections of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Sea Monkey Way, Pier Park Drive, and Front Beach Road.

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

1. Portions of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Sea Monkey Way, and Pier Park Drive from L.C. Hilton Jr. Drive to Longboard Way shall be closed to vehicular traffic for the 2017 Panama City Beach Mardi Gras and Music Festival Bourbon Street Party, during the hours of 12:00 A.M. on February 24, 2017 until 12:00 A.M. on February 26, 2017.
2. During the hours of 4:15 P.M. and 5:45 P.M. on Saturday, February 25, 2017 all vehicular traffic on Front Beach Road from Powell Adams to West Pier Park Drive shall be rerouted in accordance with the map which accompanies this Resolution to accommodate the Mardi Gras at the Beach Parade.
3. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION this 12<sup>th</sup> day of January, 2017.

CITY OF PANAMA CITY BEACH

By: \_\_\_\_\_  
Mike Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Diane Fowler, City Clerk

January 6, 2017

To: Mayor and Council Members

Cc: Jo Smith

From: Visit Panama City Beach

Sports/Events Department

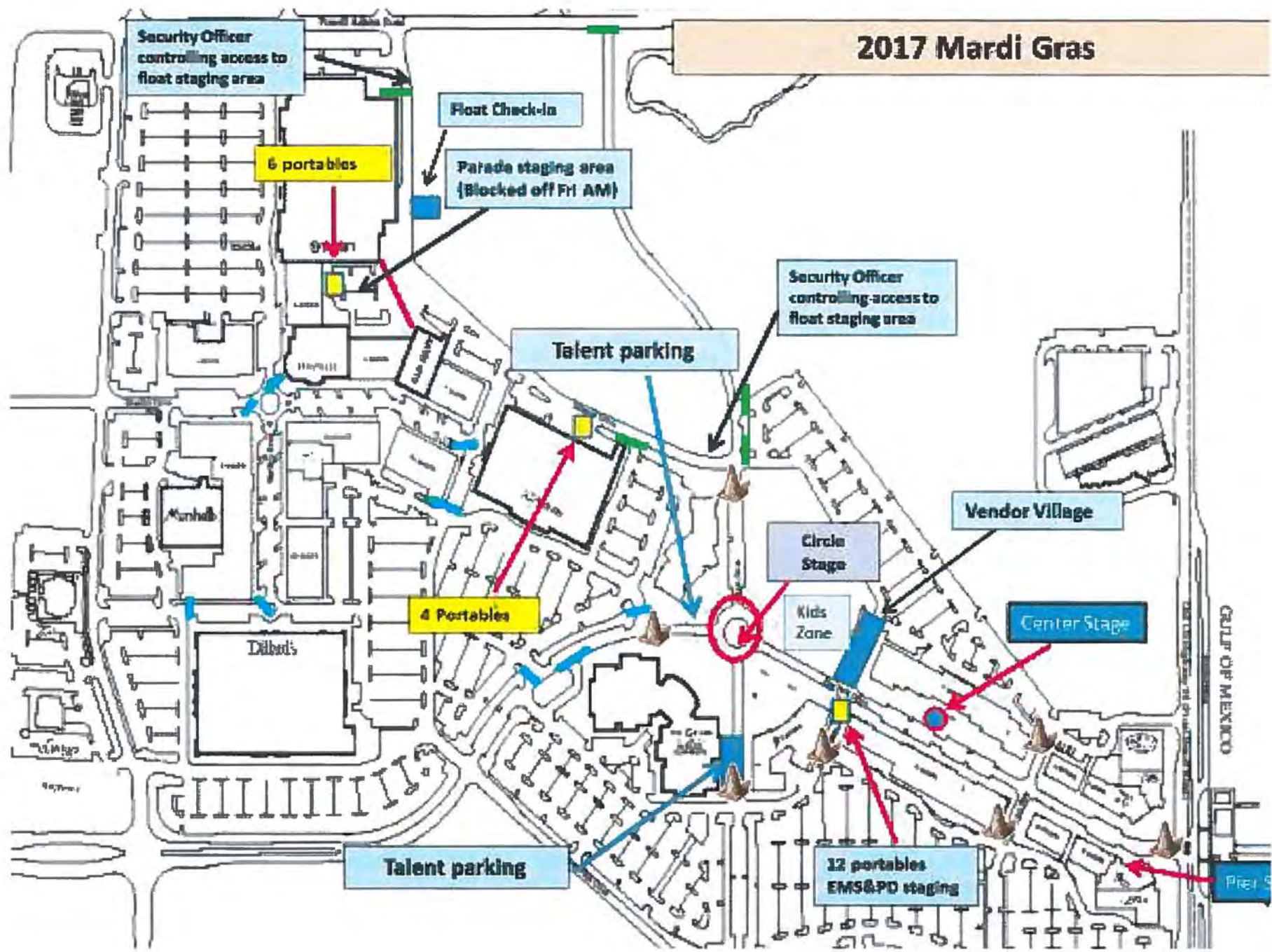
Re: Temporary Street Closures

---

February 24<sup>th</sup>-25<sup>th</sup> – Panama City Beach Mardi Gras and Music Festival

We ask for the approval for portions of LC Hilton, Jr. Drive, Sea Monkey way, Longboard Way and Pier Park Drive beginning at the Grand Theater roundabout to Front Beach Road shall be closed to vehicular traffic from 12:00am on Friday February 24<sup>th</sup>, 2017 until 12:00am Sunday February 26<sup>th</sup>, 2017 for the Panama City Beach Mardi Gras and Music Festival. All vehicular traffic will be rerouted away from these roads per the attached map.

# 2017 Mardi Gras







Friday 4am Road Closures

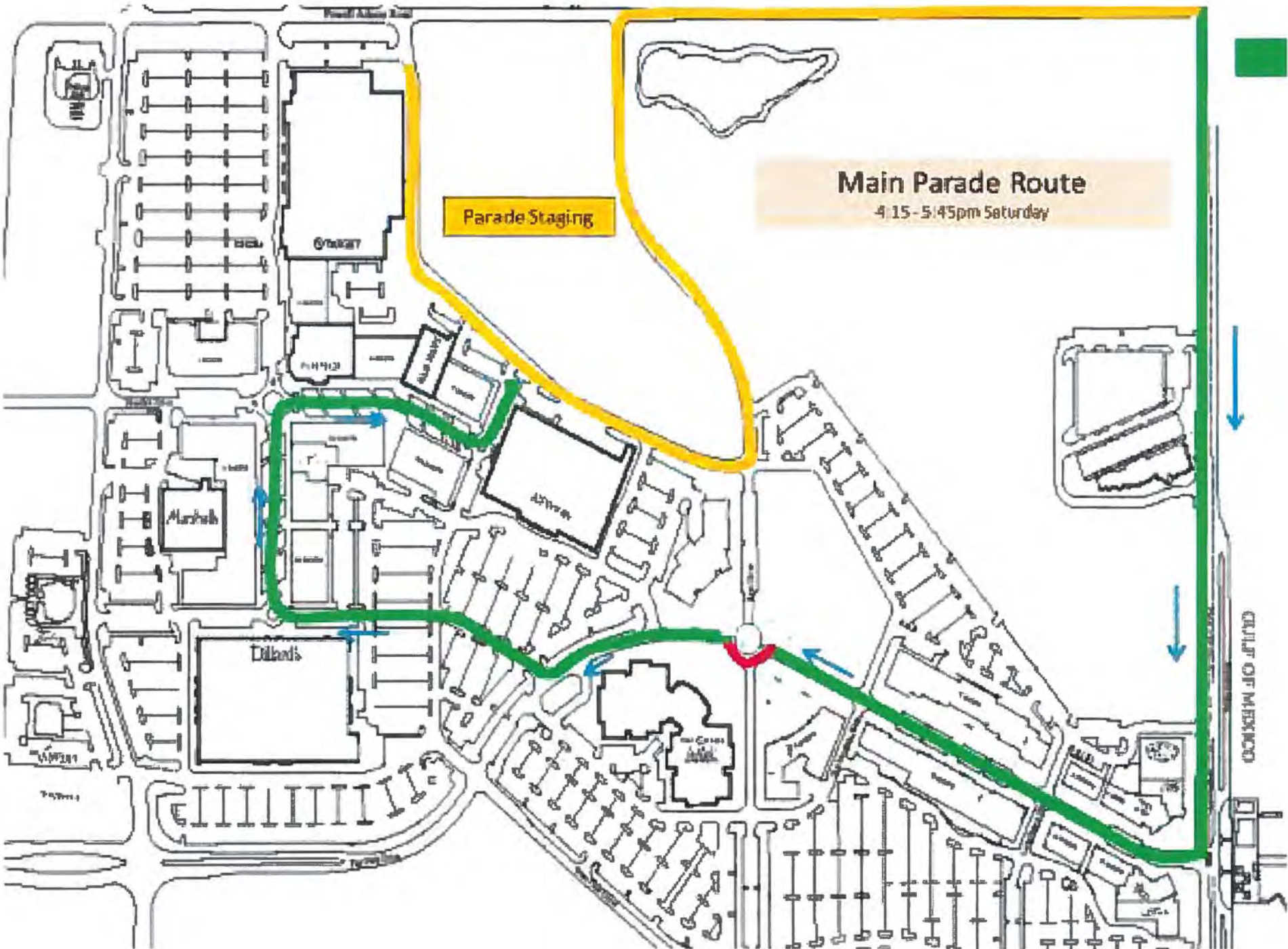
Saturday 6am Road Closures

Temp. Children's parade closure

Temp closures just before the Main

Note: PPDR will re-open at 6am on Sunday ~~October 9th~~ Feb 26, 2017





AGENDA ITEM # 12





# REGULAR AGENDA

## ITEM 13



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Building and Planning Department/Mel Leonard

**2. MEETING DATE:**

01/12/2017

**3. REQUESTED MOTION/ACTION:**

It is requested that the City Council consider the recommended changes to clarify and confirm the nature of a permanent building intended for human occupancy.

**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 proposed changes do the following:

1. Clarifies and confirms the nature of a permanent building intended for human occupancy. The changes will not permit a temporary structure to be altered to become a permanent structure;
2. The definition of "Building" is modified to clarify that it is "site-built" and not designed to be moved once erected; and,
3. The State insignia on modular homes has changed so the definition has been modified as such.

It is recommended that the City Council consider the ordinance and approve with any needed changes.



ORDINANCE NO. 1406

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; AMENDING THE DEFINITIONS OF BUILDING AND MODULAR HOME; AMENDING THE SITE DESIGN STANDARDS TO CLARIFY AND CONFIRM THE NATURE OF A PERMANENT BUILDING INTENDED FOR HUMAN OCCUPANCY IN THE CITY; AMENDING ACRONYMS AND CITATIONS TO PROPERLY REFER TO DBPR'S AUTHORITY TO APPROVE MODULAR HOMES AS PERMANENT BUILDINGS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 1.07.00 of the Land Development Code of the City of Panama City Beach related to Acronyms and Definitions, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

**1.07.01 Acronyms**

*dbh* – diameter at breast height

*DCA* – Florida Department of Community Affairs

**DBPR—Florida Department of Business and Professional Regulation**

...

**1.07.02 Definitions**

As used in the *LDC*, the following terms shall have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context shall require or permit. All terms not specifically defined shall carry their usual and customary meanings. Undefined terms indigenous to a trade, industry or profession shall be defined when used in such context in accordance with their usual and customary understanding in the trade, industry or profession to which they apply.

...

***Building*** – A **site-built** permanent structure with two or more opposing sides and a ***Roof*** and intended for human occupancy, **which is not designed to be moved once erected.**

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...

**Modular Home** – A *Residential* structure, built in sections (modules) at a factory, assembled on site and bearing the insignia of the ~~DCA~~ **DBPR or its successor regulatory state agency** on the inside of the home's electrical panel, **designed for erected or installation on a site built permanent foundation.**

SECTION 2. From and after the effective date of this ordinance, Section 4.02.00 of the Land Development Code of the City of Panama City Beach related to Site Design Standards, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

#### 4.02.00 SITE DESIGN STANDARDS

##### 4.02.01 Generally

- A. The purpose of this chapter is to provide site design and ***Development*** standards applicable to both public and private ***Development***.
- B. The principal ***Building*** on any ***Lot*** or ***Parcel*** of land shall be erected within the area bound by the required ***Setbacks***. ***Accessory Buildings*** shall be subject to front and side ***Setbacks*** established for the principal ***Building***, but may be located in required ***Rear Yards*** subject to limitations established in this ***LDC***.
- C. The minimum ***Setbacks*** and other ***Open Spaces*** required in this ***LDC*** shall apply to each and every ***Building*** existing at the time of the adoption of this ***LDC*** and to any ***Building*** hereafter erected or altered, except as authorized pursuant to the ***LDC***.
- D. All newly established or non-grandfathered, permanent ***Uses*** in any Commercial or Industrial district involving human occupancy secured or protected from the elements in a structure must be secured or protected within a ***Building*** integrally attached to a permanent, supporting structural foundation, which ***Building*** is incapable of being moved without specialized heavy equipment and professional expertise, and which building and foundation meet the requirements of the latest version of the Florida Building Code, including but not limited to, general design, wind load and exposure category requirements for structures located within the Wind-borne Debris Region. **A structure originally designed to be mobile may not be altered (by removal of tongue, axle, wheels or all of such features and subsequent anchoring to permanent foundation) to become a Building intended to contain a permanent Use involving human occupancy.** Notwithstanding the forgoing, a permanent ***Use*** in a structure which is securely tied to the earth and meets the requirements of the latest version of the

Florida Building Code, including but not limited to, general design, wind load and exposure category requirements for structures located within the Wind-borne Debris Region, shall be exempt from the foregoing foundation requirement if all of the following conditions are met:

1. Neither the structure nor any sign directing attention to the structure or the business therein is visible by a pedestrian upon the sidewalk or paved right of way of a public street;
2. The structure is one of at least two, co-located and similar structures which comprise part of a themed amusement park not less than seven (7) contiguous acres in size and under unified ownership or control; and
3. Access to the structure and the business located therein is limited to a common gate providing access to the entire amusement park.

SECTION 3. From and after the effective date of this ordinance, Section 5.04.11 of the Land Development Code of the City of Panama City Beach related to Single Family Dwellings and Modular Homes, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

**5.04.011 Single Family Dwellings and Modular Homes (~~DCA~~ DBPR Approved)**

- A. **Single Family Dwellings** and ~~DCA~~ DBPR approved **Modular Homes** are allowable in the CL, CM and CH zoning districts, subject to the standards of those zoning districts and the standards in this section.
- B. The minimum **Lot** area shall be 6,000 square feet.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. 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

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Page 3 of 4

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 6. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2017.

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Page 4 of 4

AGENDA ITEM # 12



# REGULAR AGENDA

## ITEM 14



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

All Departments

2. MEETING DATE:

01/12/2017

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the IT Specialist permanent part-time job description

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 asks the City Council to approve the job description for the position of a Permanent Part-time IT Specialist. This is a newly created position requiring approval by the Council, and is not a budgeted position. Upon approval, a budget amendment will be presented at a following meeting to provide funds and allow Civil Service to advertise for applicants.

Approval of this job description will help to minimize unnecessary expenses associated with contract services for simple matters and ensure the City has an available IT during urgent situations.

AGENDA ITEM #

14

**CITY OF PANAMA CITY BEACH  
Job Description**

**JOB TITLE: Information Technology Specialist**

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**SALARY RANGE:** \$20.09 - \$33.14/hr

**SHIFT:** Days

**LOCATION:** 110 S Arnold Rd

**REPORTS TO:** City Manager

**PREPARED BY:** City Clerk

**APPROVED BY:** City Council

**PAY GRADE:** 35

**DIVISION:** NA

**DEPT:** Administration

**FSLA STATUS:** Non-Exempt

**POSITION:** Permanent Part-Time

**DATE:**

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**SUMMARY:**

This highly technical position is responsible for providing network and IT support for installations, modifications, and making minor repairs to personal computer hardware and software systems, and provides technical advice and support to system users. Work is performed under the primary supervision of the City Manager with secondary supervision of daily responsibilities under the Contract Network Engineer/IT Specialist.

This position is subject to emergency call-in with the possibility of evening and weekends as required.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

In addition to the essential duties and responsibilities, other tasks may be assigned:

Identifies and procures the hardware and software needed to satisfy user requirements.

Installs hardware and peripheral components such as workstations, monitors, printers and wireless access points on users' premises.

Loads appropriate software packages such as operating systems, networking components and office applications.

Assists in the customization and adaptation of existing programs to meet users' requirements.

Provides telephone, in-person, and online support to end-users.

Coordinates activities with external software and hardware vendors.

Provides updates, status and completion information to manager and/or users, via voice mail, e-mail or in-person communication.

Refers major hardware problems to service personnel for correction.

Connects users to networks and provides initial training in facilities and applications.

Maintains/troubleshoots Windows Server 2008-2012.

Confirms online backups are running and ensures currency of backup agent.

Administers e-mail, anti-virus, and web proxy systems.

Maintains CCTV systems and recovers video when requested.

Assists in research and procurement of computer accessories and supplies.

**SUPERVISORY RESPONSIBILITIES:**

None

**COMPETENCIES:**

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.



Oral Communication - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilize others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self-available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; educate others on the value of diversity; promotes a harassment-free environment; Builds a diverse work force.

Ethics - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritize and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes

responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals. Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

**QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily; must follow safety guidelines provided by the City; and must be dependable. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and EXPERIENCE:**

Associates degree (A.S.) from a two-year College in Information Security or Networking with two (2) years related experience and/or training; or equivalent combination of education and experience.

**COMPUTER SKILLS:**

To perform this job successfully, an individual should have knowledge of the following software: Microsoft Office, Windows Server 2008-2012m, Windows 7, Windows 10

**CERTIFICATES, LICENSES, REGISTRATIONS:**

MCP/MCSA preferred.

Must possess valid Florida Driver's License - driving record must be acceptable to the City insurance program. Applicants will be administered a Civil Service examination and must obtain a minimum score of 70%.

**LANGUAGE SKILLS:**

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

**MATHEMATICAL SKILLS:**

Ability to apply concepts such as fractions, percentages, ratios, and proportions to

practical situations.

**REASONING ABILITY:**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

**OTHER REQUIREMENTS:**

Must submit to pre-employment drug screening and complete pre-employment background investigation.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel. The employee is frequently required to stand; walk and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear and taste or smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is not subjected to any special or extraordinary environmental conditions, other than those normally found in an office environment. The noise level in the work environment is usually quiet to moderate.



I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I am able to perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# REGULAR AGENDA

## ITEM 15



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

All Departments

2. MEETING DATE:

01/12/2017

3. REQUESTED MOTION/ACTION:

Staff recommends approval of this property insurance budget amendment

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)

Uninsured properties were discovered during a City Property Survey Assessment. This amendment ensures priority buildings and contents are covered in accordance with other covered properties under the policy.

Staff asks the City Council to approve this budget amendment in the amount of \$53,481.28. The amount is the annual premium increase to add current uninsured properties to the City's Florida Municipal Insurance and Trust Policy.

**RESOLUTION 17-45**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA;  
APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$53,481.28  
TO PROVIDE FOR THE INCREASE OF PROPERTY INSURANCE; AND  
PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, uninsured properties were discovered during a City Property Survey Assessment; and

WHEREAS, a budget amendment is necessary in the amount of \$53,481.28 to appropriate funds from reserves to add uninsured property to the property schedule.

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

1. The following budget amendment #11 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit A, for the purposes stated herein.
2. This Resolution 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 January, 2017.

CITY OF PANAMA CITY BEACH

By \_\_\_\_\_  
MIKE THOMAS, MAYOR

ATTEST:

\_\_\_\_\_  
DIANE FOWLER, CITY CLERK



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

No. BA # 11

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.45-10	Insurance-Liability	205,000.00	3,000.00	208,000.00
TO	001-7201-572.45-10	Insurance-Liability	39,000.00	1,500.00	40,500.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	12,286,558.00	<b>(4,500.00)</b>	12,282,058.00
	<b>PIER</b>				
TO	402-7500-575.45-10	Insurance-Liability	15,300.00	100.00	15,400.00
FROM	402-7500-575.96-00	Reserves Available for Expenditures	229,178.00	<b>(100.00)</b>	229,078.00
	<b>UTILITY</b>				0.00
TO	401-3300-533.45-10	Insurance-Liability	103,000.00	12,000.00	115,000.00
TO	401-3500-535.45-10	Insurance-Liability	92,000.00	38,000.00	130,000.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	40,248,693.00	<b>(50,000.00)</b>	40,198,693.00
		Check Adjustment Totals:	53,218,729.00	0.00	53,218,729.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from reserves to add uninsured property to insurance schedule; FMIT

ROUTING FOR APPROVAL

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE

\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

*Exhibit A*

AGENDA ITEM #

*15*

Description	Address	Building Limit	Personal Property Limit	Building Premium	Personal Property Premium	total property premium	FMDI replacement wind premium
Fuel Station	17115 PCB Pkwy	\$103,000.00		\$2,952.83	\$0.00	\$2,952.83	wind included
Restrooms Amphitheater Old	600 Pier Park Drive	\$216,000.00		\$1,488.73	\$0.00	\$1,488.73	wind included
Life Guard Tower (2015)	16201 Panama City Beach Parkway (Frank Brown Park)	\$19,616.00		\$25.65	\$0.00	\$25.65	no wind
Life Guard Tower (2016)	16201 Panama City Beach Parkway (Frank Brown Park)	\$19,986.00		\$26.68	\$0.00	\$26.68	no wind
Belt Press Building	206 N. Gulf Boulevard	\$2,400,000.00		\$5,146.42	\$0.00	\$5,146.42	wind included
MCC#7: WWTP: Controls Equipment	206 N. Gulf Boulevard	\$320,000.00		\$266.76	\$0.00	\$266.76	no wind
MCC#2: WWTP: Controls Equipment	206 N. Gulf Boulevard	\$320,000.00		\$266.76	\$0.00	\$266.76	no wind
MCC#3: WWTP: Controls Equipment	206 N. Gulf Boulevard	\$320,000.00		\$266.76	\$0.00	\$266.76	no wind
MCC#4: WWTP: Controls Equipment	206 N. Gulf Boulevard	\$320,000.00		\$266.76	\$0.00	\$266.76	no wind
MCC#5: WWTP: Controls Equipment	206 N. Gulf Boulevard	\$1,200,000.00		\$3,053.38	\$0.00	\$3,053.38	wind included
Pump Room Building	206 N. Gulf Boulevard	\$209,280.00		\$833.11	\$0.00	\$833.11	wind included
Wetlands Pump Station Building	206 N. Gulf Boulevard	\$350,080.00		\$284.20	\$0.00	\$284.20	no wind
Generator Set: WWTP(3) 500kw	206 N. Gulf Boulevard	\$354,475.00		\$1,920.67	\$0.00	\$1,920.67	no wind
Generator Set: WWTP(4) 1000 kw	206 N. Gulf Boulevard	\$640,000.00		\$3,111.86	\$0.00	\$3,111.86	no wind
Sludge Pump Station	206 N. Gulf Boulevard	\$12,000.00		\$16.42	\$0.00	\$16.42	no wind
Tanks(2): WWTP 10000 Gallons Chemical	206 N. Gulf Boulevard	\$34,720.00		\$314.98	\$0.00	\$314.98	wind included
Tanks(2): WWTP 2500 Gallons Chemical	206 N. Gulf Boulevard	\$10,600.00		\$98.50	\$0.00	\$98.50	wind included
Tanks(2): WWTP 2500 Gallons Chemical	206 N. Gulf Boulevard	\$39,608.00		\$360.13	\$0.00	\$360.13	wind included
Fuel Island: Gas Station	200 N. Gulf Boulevard	\$39,000.00		\$554.04	\$0.00	\$554.04	wind included
Pump Station Building	Highway 79	\$802,560.00		\$2,265.41	\$0.00	\$2,265.41	wind included
Tank #2: Water Storage	Highway 79	\$1,744,000.00		\$2,146.39	\$0.00	\$2,146.39	no wind
McElvery Pump Station	7120 McElvery Rd	\$11,736.00		\$170.32	\$0.00	\$170.32	wind included
Generator(1) 750 kw	7120 McElvery Rd	\$150,116.00		\$954.18	\$0.00	\$954.18	no wind
Pavilion	7120 McElvery Rd	\$21,168.00		\$636.12	\$0.00	\$636.12	wind included
Tank #1: Masonry Water Storage	7120 McElvery Rd	\$704,000.00		\$534.55	\$0.00	\$534.55	no wind
Tank #2: Masonry Water Storage	7120 McElvery Rd	\$1,280,000.00		\$853.63	\$0.00	\$853.63	no wind
Tank #3: Masonry Water Storage	7120 McElvery Rd	\$1,136,000.00		\$769.50	\$0.00	\$769.50	no wind
Tanks(2): 1500 Gallons Chlorine Storage	7120 McElvery Rd	\$6,360.00		\$217.51	\$0.00	\$217.51	wind included
McElvery Pump Station	7120 McElvery Rd	\$276,310.00		\$2,612.20	\$0.00	\$2,612.20	wind included
Pump Room and Office Building	205 N Gulf Boulevard	\$612,720.00		\$2,917.94	\$0.00	\$2,917.94	wind included
Generator 1000 kw	205 N Gulf Boulevard	\$223,000.00		\$1,310.20	\$0.00	\$1,310.20	no wind
Tank#2:5MG Masonry Water Storage	205 N Gulf Boulevard	\$1,320,000.00		\$866.97	\$0.00	\$866.97	no wind
Tank: 5MG Masonry Water Storage	205 N Gulf Boulevard	\$1,320,000.00		\$866.97	\$0.00	\$866.97	no wind
Dechlorine Building	100 Conservation Dr	\$12,640.00		\$183.65	\$0.00	\$183.65	wind included
Wetlands Discharge Building	100 Conservation Dr	\$417,600.00		\$3,628.96	\$0.00	\$3,628.96	wind included
Fence:Masonry:440'	100 Conservation Dr	\$20,000.00		\$474.01	\$0.00	\$474.01	wind included
Generator 150 kw	100 Conservation Dr	\$34,237.00		\$239.06	\$0.00	\$239.06	no wind
Pavilion: Wetlands Discharge 14' Wood Frame	100 Conservation Dr	\$200,000.00		\$9,798.30	\$0.00	\$9,798.30	wind included
Sign:Complex Name Wood	100 Conservation Dr	\$6,400.00		\$178.52	\$0.00	\$178.52	no wind
Tank: 1000 Gallon Chlorine Storage	100 Conservation Dr	\$17,600.00		\$602.26	\$0.00	\$602.26	wind included
		\$17,244,812.00	\$	\$53,481.28	\$0.00	\$53,481.28	

UTILITIES PORTION	\$48,987.40	
WATER		\$10,480.18
WASTEWATER		\$38,507.22
GENERAL PORTION	\$2,952.83	
PIER PORTION	\$1,541.05	
TOTAL PREMIUM INCREASE	\$53,481.28	
TOTAL ANNUAL PREMIUM	\$109,545.65	

AGENDA ITEM # 15