

Agenda Packet

REVISED **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: MARCH 9, 2017
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- PASTOR JOHN WOODROW, GULFVIEW UNITED METHODIST CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN REICHARD
- IV. APPROVAL OF REGULAR MINUTES OF FEBRUARY 23, 2017
- V. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VI. PRESENTATIONS –
 - 1 MARCH BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD PRESENTATION.
 - 2 "GIRLS SCOUTS WEEK" PROCLAMATION AND PRESENTATION.
 - 3 MR. GREG SMITH, 1124 REDFISH CIRCLE.
- VII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- VIII. **CONSENT AGENDA**
 - 1 **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** *These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval to remove these items. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.*
 - 2 **RESOLUTION 17-67, RENEWAL OF RUSSELL-FIELDS CITY PIER SOVEREIGNTY SUBMERGED LANDS LEASE.** *"A Resolution of the City of Panama City Beach, Florida, approving a Sovereignty Submerged Lands Lease renewal with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, relating to the property on which the Russell-Fields Pier is located, for an annual lease fee of \$5,634.01 plus 6% of annual gross income; and providing an effective date."*
 - 3 **RESOLUTION 17-68, SEA OATS DRAINAGE IMPROVEMENTS PROJECT, MASTER SVCS AGREEMENT MCNEIL CARROLL ENGINEERING, INC. TASK ORDER #2017-01.** *"A Resolution of the City of Panama City Beach, Florida, approving Task Order #2017-01 to the Master Services Agreement with McNeil Carroll Engineering, Inc., related to Professional Stormwater Engineering Services in an amount of \$63,695."*
 - 4 **RESOLUTION 17-69, EMERGENCY GRAVITY SEWER MAIN REPAIR.** *"A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Gulf Coast Underground, relating to an emergency repair of a gravity sewer main adjacent to State Road 79, in the basic amount of \$17,420; and providing an immediately effective date."*

IX. REGULAR AGENDA - DISCUSSION/ACTION


- | NO. | OFFICIAL | ITEM |
|------------|-----------------|---|
| 1 | ML | ORDINANCE 1405, AMENDING LDC REGARDING PARKING REQUIREMENTS IN FBO-1 DISTRICT, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |
| 2 | ML | ORDINANCE 1406, AMENDING LDC REGARDING PERMANENT BUILDINGS, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |
| 3 | ML | ORDINANCE 1410, AMENDING LDC REGARDING CHANGE TO NON- CONFORMING DEVELOPMENT REVIEW, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |
| 4 | ML | RESOLUTION 17-64, FEES FOR PLANNING & ZONING NON-CONFORMING USE/ DEVELOPMENT. |
| 5 | MG | ORDINANCE 1409, AMENDING CHAPTER 24, NETWORK COMPANY VEHICLES FOR HIRE, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION. |
| 6 | MG | RESOLUTION 17-66, OPPOSING REPEAL OF 1% MERCHANT'S BUSINESS TAX AND HOME RULE. |
| 7 | PC | RESOLUTION 17-65, BID AWARD- LIBRARY CONDENSING UNIT REPLACEMENT AND BUDGET AMENDMENT #23. |
| 8 | MT | PUBLIC COMMENTS. (Limited to Three Minutes). |
| 9 | KO | ATTORNEY REPORT. |
| 10 | MG | CITY MANAGER REPORT. |
| 11 | MT | COUNCIL COMMENTS. |
| 12 | MT | ADJOURN. |

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.

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


 Deputy City Clerk 3/6/17
 Date


 Deputy City Clerk 3/6/17
 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: ^{12:30 P.M.} 3/6/17, Noon.

<u>NEWS MEDIA</u>	<u>CONTACT</u>
News Herald	John Henderson
Bullet	Editor
Channel 4	Ryan Rodig
Channel 7	Rex Ogburn
Channel 13	Ken McVay
Comcast	Stefanie Bowden
WOW	Cil Schnitker
WKGC	Emily Balazs
WLTG	A. D. Whitehurst
Clear Channel	Crystal Presley
Powell Broadcasting	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)

PRESENTATIONS

1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Gavin Johnson

HAS GIVEN EXCEPTIONAL SERVICE

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

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

Presented this 9th of March, 2017



MAYOR MIKE THOMAS

PRESENTATIONS

2



~Proclamation~

A PROCLAMATION DESIGNATING THE
WEEK OF
MARCH 12-19, 2017 AS
"GIRL SCOUT WEEK"
IN PANAMA CITY BEACH

WHEREAS, March 12, 2017, marks the 105th anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia, and throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of courage, confidence and character; and

WHEREAS, through the dedication, time, and talent of the volunteers of different backgrounds, abilities, and areas of expertise, the Girl Scout organization thrives for girls in so many settings; and

WHEREAS, through the Girl Scout leadership experience, girls develop the skills and lessons that will serve them a lifetime so that they may contribute to their communities; and

WHEREAS, Girl Scouting is continuing the legacy of creating gender-balanced leadership in the nation and the world in its second century of service to girls, by providing them with the tools to become leaders dedicated to making this country and world a better place; and

WHEREAS, the Girl Scouts continue to develop empowerment programs for girls K-12 to guarantee another future generation of independent female leaders;

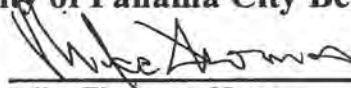
NOW, THEREFORE, I, Mike Thomas, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, do hereby applaud the commitment Girl Scouts have made to support the leadership development of America's girls and proudly proclaim the 105th anniversary of the Girl Scouts during the week of March 12-19, 2017 as

"GIRL SCOUT WEEK"

in Panama City Beach and invite residents of this community to celebrate the organization's timeless values of character, leadership and confidence in the ways that have a real impact on their communities.


IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Ninth of March, in the Year of our Lord Two Thousand Seventeen.

City of Panama City Beach


Mike Thomas, Mayor



ATTEST


Diane Fowler, City Clerk

2

CONSENT AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. **MEETING DATE:**
3/9/17

3. **REQUESTED MOTION/ACTION:**
Find these items as surplus and approve removal from the Master Audit List.

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)**

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

City ID #	Year	Item	Serial #	Dpt.	Recommended Disposition	Notes	CC Mtg
1034		Riding Mower		Street	Trashed		08/11/16
1675		Sitax Mower		Street	Used for parts		08/11/16
1678		Fence/gates at Arnold HS		Street	gone		08/11/16
		Rotoshear at WWTP		WWTP	Sold for scrap		08/11/16
619	2017	Ford Crown Vic	2FABP7BV1BX122480	Police	Totaled-Using for parts		08/11/16
784	2014	Dodge Charger	2C3CDXAT9EH367635	Police	Totaled-Using for parts		08/11/16
1807	2003	Ford F150 Truck	1FTRF18W13NB63431	Stormwtr	Burned up		08/11/16
2071	1997	Ford Dump Truck	S-12 1FDXF80C2WVA20490	Street			08/11/16
1033	2005	Ford F150 Truck	S-6 1FTRF1453SNA81670	Street			08/11/16
	2008	Suzuki ATV	JSAAJ51A162100170	Street			08/11/16
438	2008	Ithaca Series 90 Plus cc receipt	HQ004072134	Water	Broken- Destroyed		12/08/16
439	2008	Ithaca Series 90 Plus cc receipt	HQ004072127	Water	Broken- Destroyed		12/08/16
2493	2006	Timing System Equipment		Aquatics	Donate		12/08/16
595	2011	Bobcat & accessories	A7MP64012	WW	sell at 2017 auction		03/09/17
593	2010	Gator XLLV620L	WL-1 MOXLLV6F082804	WW	sell at 2017 auction		03/09/17
594	2010	Gator XLLV620L	WL-2 MOXLLV6F080417	WW	sell at 2017 auction		03/09/17
1950	2008	F250XL Truck	S-3 1FDNF20L91EB70335	Street	sell at 2017 auction		03/09/17
2071	2008	F150 Truck	S-12 1FTRF1453SNA81670	Street	sell at 2017 auction		03/09/17
	2004	Suzuki Ozark Quad Runner	JSAAJ51A162100170	Street	sell at 2017 auction		03/09/17
2494	2006	CCTV System	HRHD4C160	Pool	Junked 2016 when replaced		03/09/17

CONSENT AGENDA

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION/LEGAL

2. MEETING DATE:

03/09/2017

3. REQUESTED MOTION/ACTION:

Approve Resolution the Sovereignty Submerged Lands Lease Renewal with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the property on which the Russell-Fields Pier is located.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

The lease is for the property used by the City Municipal Fishing Pier, Russell-Fields Pier. The previous lease was effective March 1, 2012 through March 1, 2017. The lease before the commission will be effective March 1, 2017 through March 1, 2022. The annual lease fee is \$5,634.01 plus 6% of annual gross annual income. Staff recommends approval.

RESOLUTION 17-67

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL WITH BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, RELATING TO THE PROPERTY ON WHICH THE RUSSELL-FIELDS PIER IS LOCATED, FOR AN ANNUAL LEASE FEE OF \$5,634.01 PLUS 6% OF ANNUAL GROSS INCOME; AND PROVIDING AN 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 Sovereignty Submerged Lands Lease Renewal between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, relating to the property on which the Russell-Fields Pier is located, for an annual lease fee of Five Thousand Six Hundred Thirty Four Dollars and One Cent (\$5,634.01) plus 6% of annual gross income, 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

This Instrument Prepared By:
Tiana D. Brown
Action No. 31766
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 030038331

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Panama City Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 20, Township 03 South, Range 16 East, in Gulf of Mexico, Bay County, Florida, containing 32,334 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 24, 2010.

TO HAVE THE USE OF the hereinabove described premises from March 1, 2017, the effective date of this lease renewal, through March 1, 2022, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a commercial fishing pier to be used exclusively for fishing and passive recreation in conjunction with an upland bait and tackle shop, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0273104-001-JC, dated February 7, 2008, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02]

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$5,634.01, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Panama City Beach, Florida
110 South Arnold Road
Panama City Beach, Florida 32413

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. SPECIAL LEASE CONDITIONS:

A. The Lessee shall provide recycling bins for the separation and recycling of monofilament line.

B. The Lessee shall comply with all terms and conditions of the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0273104-001-JC dated, February 7, 2008.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

Original Signature

Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature]

2/22/2017

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Panama City Beach, Florida (SEAL)

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Mario Gisbert

Typed/Printed Name of Executing Authority

Original Signature

City Manager

Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mario Gisbert as City Manager, for and on behalf of City of Panama City Beach, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

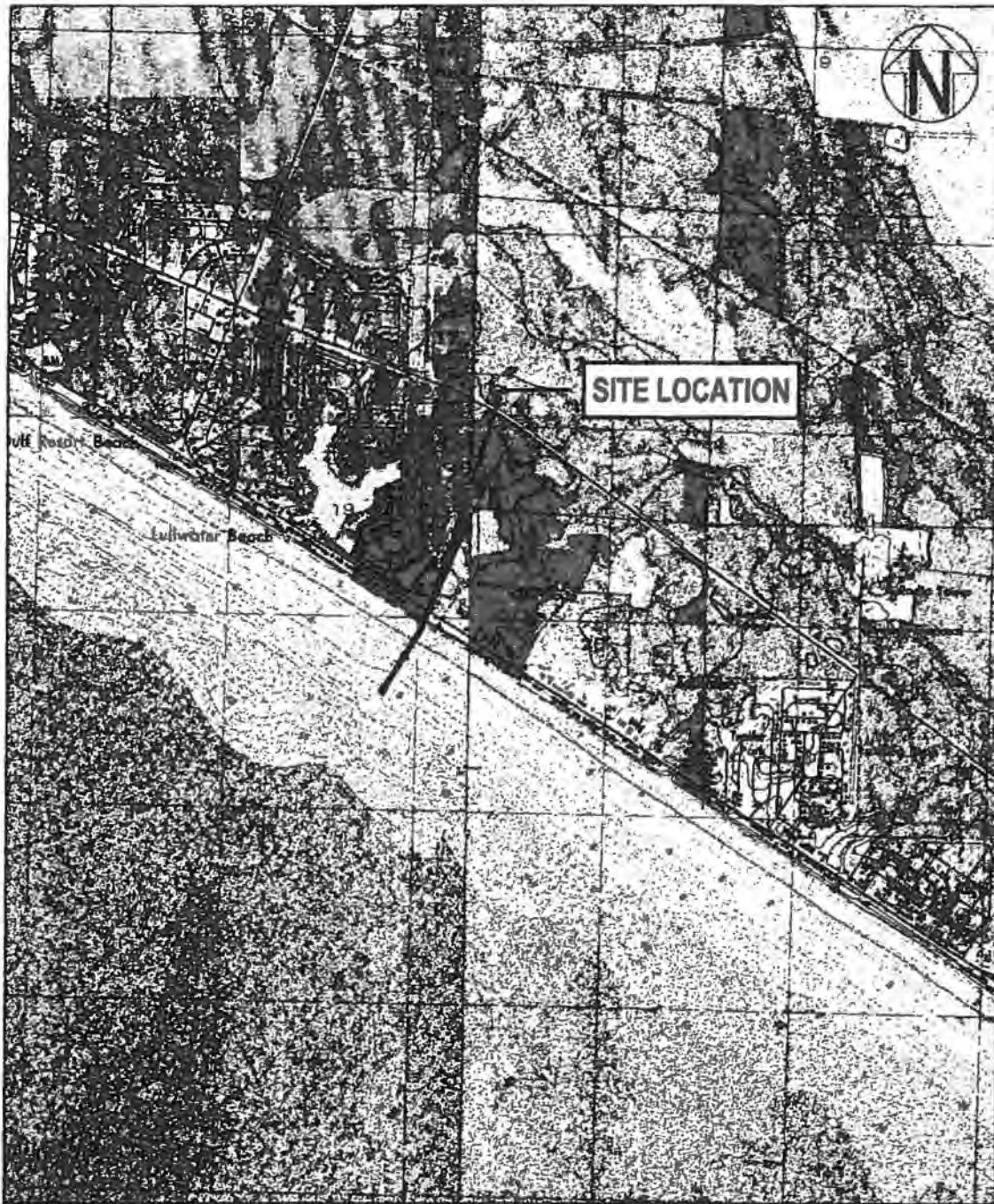
Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



16101 Front Beach Rd, Panama City Beach, FL 32413



VICINITY MAP
NOT TO SCALE

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**BASKERVILLE-
DONOVAN, INC.**

INNOVATIVE INFRASTRUCTURE SOLUTIONS
320 JOHN KNOX ROAD, BLDG 200
TALLAHASSEE, FLORIDA 32303 (850)956-1212
ENGINEERING BUSINESS: EB-0000340

Project: DAN RUSSELL PIER SUBMERGED LAND LEASE

Project No.: 23230.03

Date: 6/23/10

Scale: NTS

By: DAV

Sheet

1 OF 4

SUBMERGED LAND LEASE DESCRIPTION: (WRITTEN BY BASKERVILLE-DONOVAN, INC.)

A PARCEL OF SUBMERGED LAND LYING IN THE GULF OF MEXICO IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 20, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 1573.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 30; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 30, SOUTH 60 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 487.75 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 32 DEGREES 03 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 302.03 FEET TO THE POINT OF BEGINNING (LATITUDE: 30°12'54", LONGITUDE: 85°52'39" (SCALED FROM USGS QUAD MAP, MAD 1983)); THENCE CONTINUE SOUTH 32 DEGREES 03 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 547.50 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 21.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 36.50 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 21.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 593.34 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 21.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 96.50 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 63.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 96.50 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 21.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 593.34 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 21.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 36.50 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 21.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 547.63 FEET TO THE BAY COUNTY EROSION CONTROL LINE; THENCE ALONG SAID BAY COUNTY EROSION CONTROL LINE, NORTH 59 DEGREES 31 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 18.44 FEET; THENCE CONTINUE ALONG SAID BAY COUNTY EROSION CONTROL LINE, NORTH 49 DEGREES 26 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 2.59 FEET TO THE POINT OF BEGINNING.

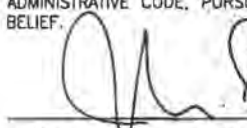
SAID PARCEL CONTAINING 0.74 ACRES, 32,334 SQUARE FEET, MORE OR LESS.

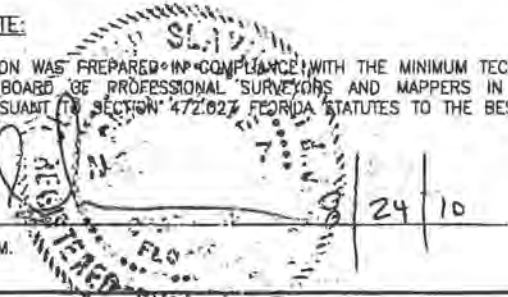
GENERAL NOTES:

1. BASIS OF BEARINGS ARE ASSUMED.
2. BASKERVILLE-DONOVAN, INC. CERTIFICATE OF AUTHORIZATION NUMBER TO PROVIDE SURVEYING SERVICES IS LB 0340.
3. THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA REGISTERED SURVEYOR & MAPPER.
4. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON.
5. THIS IS A SPECIFIC PURPOSE SURVEY. THIS IS NOT A BOUNDARY SURVEY.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. THE LEGAL DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.
9. THE GEOMETRY OF THE PARCELS OF LAND BEING DESCRIBED HEREON IS BASED SOLELY UPON THE FOLLOWING DOCUMENTS:
 A. OFFICIAL RECORD BOOK 2161, PAGE 932 (DESCRIBING THE LOCATION OF EXISTING PIER).
 B. CONSTRUCTION PLANS AS PROVIDED BY LPA, DATED MAY 2006, JOB NO. 108603.000.
10. THE LOCATION OF THE NORTHWEST CORNER OF SECTION 20 AND THE SOUTHERLY RIGHT-OF-WAY OF STATE RD. NO. 30 IS BASED SOLELY UPON ORB 2161, PAGE 932 AND IS SUBJECT TO A FULL AND COMPLETE BOUNDARY SURVEY.
11. THE INTENT OF THIS SPECIFIC PURPOSE SURVEY IS TO DESCRIBE THE APPROXIMATE DIMENSIONS OF A RECENTLY CONSTRUCTED PIER TO ASSIST WITH THE SUBMERGED LAND LEASE APPLICATION. ADDITIONALLY, THIS SURVEY WAS RECENTLY UPDATED TO REFLECT THE COMMENTS BY FDEP (SURVEY REVIEW CHECKLIST, FILE NO. 03-0273104-003DF, DATED 7-23-10)

SURVEYOR'S CERTIFICATE:

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.


 JEREMIAH SLAWMAKER, P.S.M.
 LICENSE NO. 6387



BASKERVILLE-DONOVAN, INC.
 INNOVATIVE INFRASTRUCTURE SOLUTIONS
 325 JOHN ENOX ROAD, BLDG 200
 TALLAHASSEE, FLORIDA 32308 (850)666-1212
 ENGINEERING BUSINESS: EB-0000340

Project: DAN RUSSELL PIER SUBMERGED LAND LEASE	
Project No.: 23230.03	Date: 6/23/10
Scale: N/A	By: DAV

Sheet
4 OF 4

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P.O.C.
NORTHWEST CORNER
OF SECTION 20,
TOWNSHIP 3 SOUTH,
RANGE 16 WEST,
BAY COUNTY, FLORIDA



0 50' 100' 200'

FRONT BEACH ROAD
(STATE RD. NO. 30)

SOUTHERLY
RIGHT-OF-WAY

BAY COUNTY EROSION
CONTROL LINE

EDGE OF OUTER
LIMITS OF PIER

RIPARIAN LINE



P.O.B.
LATITUDE: 30°12'54"
LONGITUDE: 85°52'39"
(SCALED FROM USGS QUAD MAP)

SUBMERGED LAND
LEASE AREA
0.74 AC±
32,334 SQ. FT.

BOUNDARY LINE

RIPARIAN LINE

LEGEND:

- AC = ACRES
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- ± = MORE OR LESS
-  = BENCH
-  = FLAGPOLE

CERTIFIED TO:
BAY COUNTY PUBLIC WORKS

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT
TRUST FUND

MATCHLINE SEE SHEET 3 OF 4 FOR CONTINUATION

NOTE: SEE SHEET 4 OF 4 FOR SIGNATURE, SEAL & GENERAL NOTES

**BASKERVILLE-
DONOVAN, INC.**

INNOVATIVE INFRASTRUCTURE SOLUTIONS
825 JOHN KNOX ROAD, BLDG 200
TALLAHASSEE, FLORIDA 32303 (850)658-1212
ENGINEERING BUSINESS: EB-0000340

Project: DAN RUSSELL PIER SUBMERGED LAND LEASE

Project No.: 23230.03

Scale: 1" = 100'

Date: 6/23/10

By: DAV

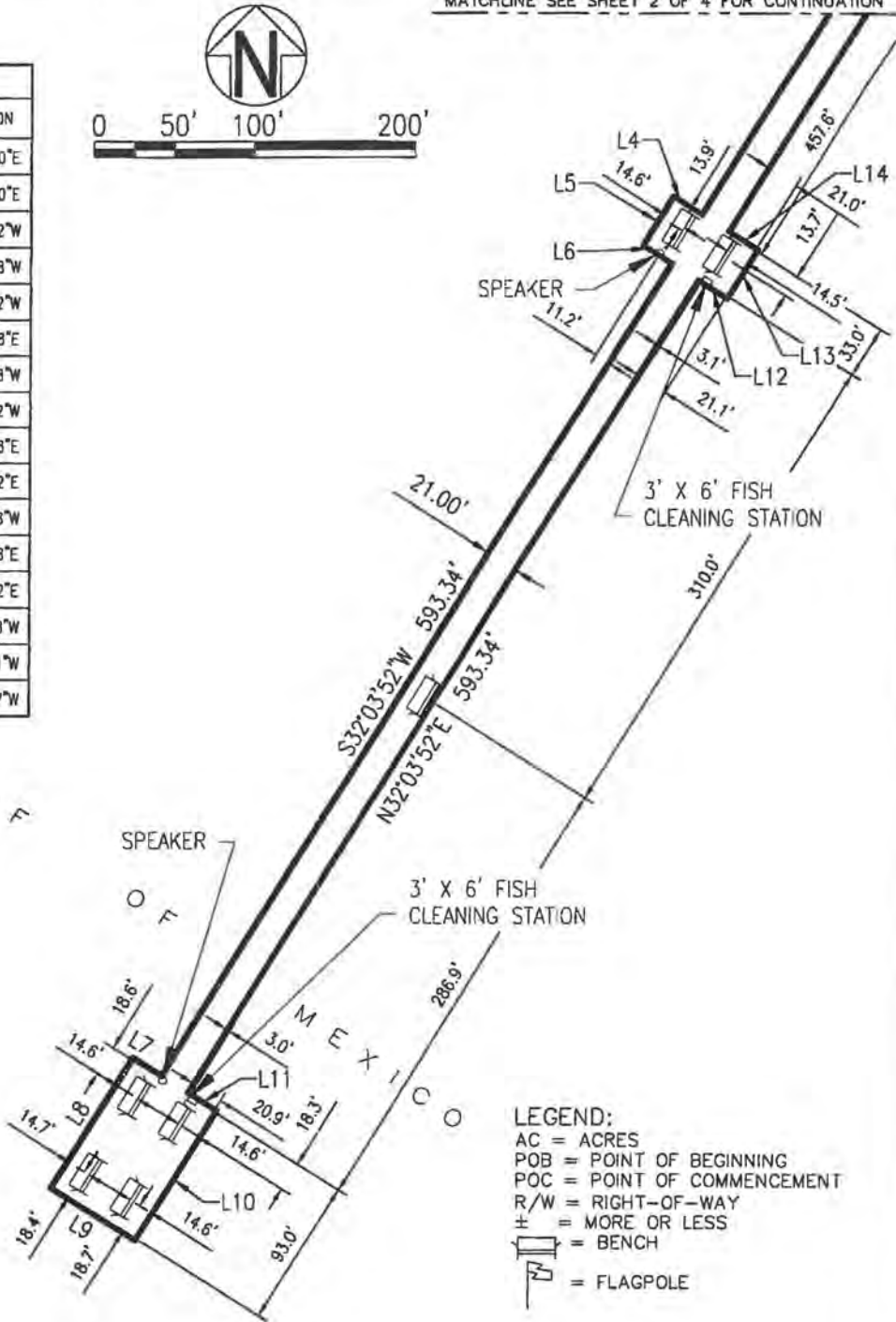
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

2 OF 4

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MATCHLINE SEE SHEET 2 OF 4 FOR CONTINUATION

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1575.30	S00°00'00"E
L2	487.75	S60°32'00"E
L3	302.03	S32°03'52"W
L4	21.00	N57°56'08"W
L5	36.50	S32°03'52"W
L6	21.00	S57°56'08"E
L7	21.00	N57°56'08"W
L8	96.50	S32°03'52"W
L9	63.00	S57°56'08"E
L10	96.50	N32°03'52"E
L11	21.00	N57°56'08"W
L12	21.00	S57°56'08"E
L13	36.50	N32°03'52"E
L14	21.00	N57°56'08"W
L15	18.44	N59°31'41"W
L16	2.59	N49°26'07"W



LEGEND:
 AC = ACRES
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY
 ± = MORE OR LESS
 = BENCH
 = FLAGPOLE

NOTE: SEE SHEET 4 OF 4 FOR SIGNATURE, SEAL & GENERAL NOTES

BASKERVILLE-DONOVAN, INC.
 INNOVATIVE INFRASTRUCTURE SOLUTIONS
 325 JOHN KNOX ROAD, BLDG 200
 TALLAHASSEE, FLORIDA 32303 (850)656-1212
 ENGINEERING BUSINESS: EB-0000340

Project: DAN RUSSELL PIER SUBMERGED LAND LEASE

Project No.: 23230.03

Scale: 1" = 100'

Date: 6/23/10

By: DAV

Sheet
3 OF 4

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FILE# 2001-047837
BAY COUNTY, FLORIDA

** OFFICIAL RECORDS **
BOOK: 2063 PAGE: 546

Prepared under the supervision of
Bob Deal
Third District Legal Counsel
Florida Department of Transportation
P.O. Box 607
Chipley, Florida 32428

COUNTY: Bay
SECTION: 46010-2514 (Old Proj. 688)
STATE ROAD: 30
PARCEL NO.: Wayside Park

COMMUNITY DEVELOPMENT QUITCLAIM DEED

THIS INDENTURE, made this 16th day of July, 2001 by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Highway 90 East, Chipley, Florida 32428 ("DOT"), and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation of Florida, whose address is 110 South Arnold Road, Panama City Beach, Florida 32413-2199 ("City"),

WITNESSETH

WHEREAS, by Public Purpose Quitclaim Deed dated July 12, 1999, and recorded in Bay County Official Records Book 1888, Pages 2134 - 2136, DOT quitclaimed certain lands to the City pursuant to Section 337.25(3), Florida Statutes (the "Subject Lands"); and

WHEREAS, the July 12, 1999, Quitclaim Deed contained a recital that the Department of Transportation had approved the conveyance to the City of Panama City Beach, Florida, without consideration, to be used solely for public purposes; and

WHEREAS, by Resolution 00-20, adopted October 26, 2000, Resolution 00-23, adopted November 30, 2000, and Resolution 01-09, adopted February 22, 2001, the City created the Panama City Beach Redevelopment Agency, designated a Redevelopment Area located within the boundaries of the City, and approved a Community Redevelopment Plan for the Redevelopment

COUNTY: Bay
 SECTION: 46010-2514 (Old Proj. 688)
 STATE ROAD: 30
 PARCEL NO.: Wayside Park
 PAGE: 2

**** OFFICIAL RECORDS ****
BOOK: 2063 PAGE: 947

Area, all pursuant to Chapter 163, Florida Statutes, especially Sections 163.356 and 163.360, Florida Statutes; and

WHEREAS, the Redevelopment Area includes, but is not limited to, all of the Subject Lands; and

WHEREAS, the Redevelopment Area contains both publicly owned park lands and privately owned lands, and the Community Redevelopment Plan contemplates reconfiguring the public and private ownership to increase public recreation and conservation lands and facilitate commercial development which will support maintenance of the public recreational areas, all of which the City has determined serves a public purpose; and

WHEREAS, pursuant to and in order to implement the Community Redevelopment Plan, the City will be required to convey the Subject Lands to a private party as part of the land reconfiguration; and

WHEREAS, Section 163.400, Florida Statutes, authorizes the DOT to convey any interest in any property, without consideration, to the City for the purpose of carrying out community redevelopment and related activities, without necessity of appraisal, public notice, advertisement, or public bidding; and

WHEREAS, the City has requested the DOT to reconvey the Subject Lands to the City by this instrument in order to remove any impression or cloud upon the Subject Lands that the private ownership and use thereof as contemplated by the Community Redevelopment Plan might not be

COUNTY: Bay
 SECTION: 46010-2514 (Old Proj. 688)
 STATE ROAD: 30
 PARCEL NO.: Wayside Park
 PAGE: 3

**** OFFICIAL RECORDS ****
 BOOK: 2063 PAGE: 945

for a public purpose as recited in the July 12, 1999 Quitclaim Deed.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: that the DOT, pursuant to Section 163.400, does hereby remise, release and quitclaim unto the City, and assigns, forever, all the right, title and interest of the State of Florida, and/or the State of Florida Department of Transportation to the Subject Property, more particularly described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the City forever.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances of any nature whatsoever which the said City hereby assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these present to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District Three and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and delivered in our presence

Bob Deal
 Print Name: Bob Deal

Kathy Stallings
 Print Name: Kathy Stallings

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: H. E. Prescott
 H. E. Prescott
 District Secretary, District Three

Attest: Amy Lee Paulk
 Amy Lee Paulk
 Executive Secretary

COUNTY: Bay
 SECTION: 46010-2514 (Old Proj. 688)
 STATE ROAD: 30
 PARCEL NO.: Wayside Park
 PAGE: 4

** OFFICIAL RECORDS **
 BOOK: 2063 PAGE: 549

STATE OF FLORIDA
 COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, this day personally appeared, **H.E. PRESCOTT**, District Secretary, District Three and **AMY LEE PAULK**, Executive Secretary of the State of Florida Department of Transportation, respectively, personally known to me and who did not take an oath and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 16th day of July, 2001.

(NOTARIAL SEAL)



Tina R. Register
 MY COMMISSION # CCL39465 EXPIRES
 May 23, 2003
 BONDED THRU TROY PAIR INSURANCE, INC.

Tina R. Register

Notary Public in and for the County
 And State last aforesaid.

My Commission Expires May 23, 2003
 Commission No., if any CCB39465

DESCRIPTION OF PROPERTY TO BE QUITCLAIMED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION TO THE CITY OF PANAMA CITY BEACH (Parcel 3, Section 46010 (688))

** OFFICIAL RECORDS ** BOOK: 2063 PAGE: 350

"Commence on the West line of Section 20, Township 3 South, Range 16 West at a point 1594.4 feet South of the Northwest corner thereof, and on the South-right of way line of existing State Road 30 (U.S. 98) and run thence South 58°38' East 367.4 feet along said South right of way line of State Road 30 to POINT OF BEGINNING; continue thence South 58°38' East 450 feet along said South right of way line of State Road 30; thence South 31°22' West 200 feet, more or less, to the mean low tide mark of the Gulf of Mexico, run thence Westerly along the shore line of said Gulf of Mexico 450 feet, more or less, to a point; thence North 31°22' East 200 feet, more or less, to the POINT OF BEGINNING; the land herein described containing 2.06 acres, more or less.

ALSO:

Commence on the West line of Section 20, Township 3 South, Range 16 West at a point 1477.0 feet South of the Northwest corner of said Section 20 and on the North right of way line of State Road 30 (U.S. 98) and run thence South 58°38' East 428.6 feet along said right of way line of State Road 30 to the POINT OF BEGINNING; run thence North 31°22' East 308 feet to a point; thence South 58°38' East 450 feet; thence South 31°22' West 308 feet to a point on said North right of way line of State Road 30; thence North 58°38' West along said North right of way line of State Road 30, 450 feet to POINT OF BEGINNING; the land herein described containing 3.18 acres, more or less."

"SUBJECT TO ALL UTILITIES REMAINING IN PLACE AND IN USE."

RCD 08M 30 2001 08:37am HAROLD BAZZEL, CLERK

CONSENT AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Stormwater/Kelly Jenkins

2. MEETING DATE:

3/09/2017

3. REQUESTED MOTION/ACTION:

Approve the design of Sea Oats drainage improvement project located in Seclusion Beach Subdivision through a master services contract with McNeil Carroll Engineering, Inc. in the amount of \$63,695.00.

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)

Seclusion Beach Subdivision located within City limits has been encountering flooding problems during different rainfall events. In the rainfall event of July 2013, water levels rose high enough to flood some of the houses down Sea Oats Drive, Seclusion Circle, and Seashell Court. There is currently no stormwater collection system and stormwater runoff has no positive discharge in this area. This project was added to the capital improvement list after the event in 2013 and is currently up for engineering design work to be performed. Construction is budgeted for the next fiscal year, however, construction may need to be broken down into phases due to the size of this job.

Staff requested and has received a proposed task order number 2017-01 (see Exhibit B Combined Task Order and Notice to Proceed) for work under the Master Services Agreement (MSA) with one of the City's stormwater consultants, McNeil Engineering Inc. The proposed attached will provide services for surveying, engineering design, bidding, wetland delineation, permitting and construction oversight.

Staff recommends approval of this proposal in the amount of \$63,695.00 and has sufficient funds in this fiscal year stormwater budget for the design work to be completed.

CONSENT
AGENDA ITEM # 2

RESOLUTION 17-68

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER #2017-01 TO THE MASTER SERVICES AGREEMENT WITH MCNEIL CARROLL ENGINEERING, INC. RELATED TO PROFESSIONAL STORMWATER ENGINEERING SERVICES IN AN AMOUNT OF \$63,695.

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 Task Order #2017-01 to the Master Services Agreement between the City and McNeil Carroll Engineering, Inc., dated December 29, 2013, for professional stormwater engineering services, related to Sea Oats Drainage Improvements, in a total amount of Sixty Three Thousand Six Hundred Ninety Five Dollars and No Cents (\$63,695.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2017-01

DATE: March 9, 2017

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND McNeil Carroll Engineering Inc. RELATING TO PROFESSIONAL STORMWATER ENGINEERING SERVICES dated December 29, 2013, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Sea Oats Drainage Improvements.

Engineers total compensation shall be (check one):

a stipulated sum of \$ 63,695.00 ; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis at the rates set forth upon incorporated **Attachment B, Hourly Fee Breakdown (if applicable)**, with a maximum cost of \$ _____; and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on March 10, 2017, and shall be completed within 6 months. The date of completion of all work is therefore _____, 201____. Liquidated delay damages, if any, are set at the rate of \$ _____ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness: _____ [name of firm]

By: _____ Date: _____
Its: _____

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: _____ Date: _____
City Manager

City Clerk

CONSENT
AGENDA ITEM # 3

EXHIBIT B



February 16, 2017

SENT VIA EMAIL

Ms. Kelly Jenkins, P.E.
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

Re: Task Order # 2017-01
Proposal for Engineering Services
Sea Oats Drainage Improvements
Panama City Beach, Florida
MCEI File No. 245.30

Dear Ms. Jenkins:

McNeil Carroll Engineering, Inc. is pleased to have the opportunity to provide professional services for the proposed drainage improvement project located in Panama City Beach, Florida. Based on information provided to us, we have developed the following scope of services for your review and consideration.

Professional Service Description

- Task 1: Topographical Surveying (\$11,595.00)**
Dewberry Preble Rish, Inc. will provide topographical surveying identifying existing grades and existing improvements for drainage improvements.
- Task 2: Engineering Design (\$36,500.00)**
MCEI will provide engineering services designing the drainage improvements including pipe sizing and drainage basin.
- Task 3: Wetland Delineation and Permitting (\$7,100.00)**
Cypress Environmental will delineate wetlands and prepare the permitting for impacts to wetlands for the stormwater management facility.
- Task 4: Construction and Bidding Documents (\$2,500.00)**
MCEI will prepare specifications and bid documents for bidding purposes for construction and oversee bidding process.
- Task 5: Permitting (\$2,500.00)**
MCEI will prepare the documents required for Cypress Environmental to submit to FDEP and USACOE for regulatory approvals.
- Task 6: Construction Oversight (\$3,500.00)**
MCEI will provide construction observation during construction.

Panama City
475 Harrison Avenue, Suite 200
Panama City, FL 32401
Phone (850) 763-5730
Fax (850) 763-5744

mcneilcarroll.com

Panama City Beach
17800 Panama City Beach Parkway
Panama City Beach, FL 32413
Phone (850) 234-1730
Fax (850) 234-1731

CONSENT
AGENDA ITEM #

3

COMPENSATION

The work described above will be performed on a flat fee basis with progress billing rates. The flat fee to complete the work described herein is as follows:

Task 1-6 Total: **\$63,695.00**

Once again, we appreciate your consideration of McNeil Carroll Engineering, Inc. and look forward to providing the City of Panama City Beach with quality engineering services. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

McNeil Carroll Engineering, Inc.



Robert Carroll, P.E.
Vice President

ACCEPTANCE

BY: _____

Mario Gisbert, City Manager
City of Panama City Beach

DATE: _____

RLC/sd
245.30/pro/pcbadmin/projects

**McNEIL
-CARROLL
ENGINEERING, INC.**

CONSENT
AGENDA ITEM # _____

3

CONSENT AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

March 9, 2017

3. REQUESTED MOTION/ACTION:

Approve the emergency repair of a gravity sewer main adjacent to SR79 by Gulf Coast Underground in the amount of \$17,420.

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 small sinkhole is starting to form adjacent to SR79 due to a crack that has developed in a City 12" sewer main that is located along the front of 271 S. Arnold Rd. The sewer main is buried 14 feet deep and is just east of the edge of the roadway. Attempting a repair by traditional excavation at that depth would impact the road, causing traffic impacts and resulting in significant cost to restore the FDOT roadway. Due to the depth of the sewer and its proximity to the road, staff believes repair must be performed on an emergency basis before the roadway is damaged. A company that specializes in in-situ repairs was brought in to quickly evaluate the damage and provide a proposal to re-line that section of sewer without excavation.

Attached is a copy of the re-lining proposal from Gulf Coast Underground in the amount of \$17,420. Due to the lead time in producing and delivering a custom liner, GCU has been directed to start production to enable the quickest repair. Staff therefore requests after-the-fact Council approval of this repair task.

The Wastewater budget Repair & Maintenance Other line item has sufficient funds to handle this expenditure without requiring a budget amendment.

WHY - To allow the City Manager to contract for the emergency repair of a City sewer main adjacent to SR 79.

WHAT - Allow the Utility department to have the main repaired without impacting traffic or damaging an FDOT roadway.

RESOLUTION 17-69

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF COAST UNDERGROUND, RELATING TO AN EMERGENCY REPAIR OF A GRAVITY SEWER MAIN ADJACENT TO STATE ROAD 79, IN THE BASIC AMOUNT OF \$17,420; 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 Gulf Coast Underground, relating to an emergency repair of a gravity sewer main adjacent to State Road 79 in the basic amount of Seventeen Thousand Four Hundred Twenty Dollars and No Cents (\$17,420), 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



3158 Old Shell Road
 Mobile, AL 36607
 Office: 251-472-6684
 Fax: 866-720-9834

stuell@gulfcoastunderground.com

Date: March 1, 2017
 Re: Panama City Beach, FL

We propose to furnish the Cured-In-Place-Pipe in accordance with ASTM and industry standards and the project specifications:

Item#	Description	Quantity	Units	Unit Price	Total
1	Mobilization for CCTV and CIPP	1	LS	5,000.00 \$	5,000.00
2	CCTV 12" and prep for CIPP	360	LF	2.50 \$	900.00
3	Install CIPP 12" x 7.5mm Liner ~360 LF	360	LF	32.00 \$	11,520.00
TOTAL					17,420.00

BOND AND SALES TAX IS EXCLUDED (ADD 2% IF BOND IS REQUIRED). QUANTITIES ARE ESTIMATES ONLY. PAYMENT SHALL BE MADE FOR THE ACTUAL WORK PERFORMED AT THE SPECIFIED UNIT PRICES. PRICING IS BASED ON GCU BEING CONTRACTED FOR ALL WORK QUOTED

Proposal Inclusions for the CIPP:

1. All labor, material, and equipment required to install CIPP, and televise (post) the above referenced lines Installation.
2. Reinstating active laterals
3. Sampling and testing of the CIPP Liner as per the contract documents
4. One mobilization.
5. Worker's compensation insurance and employer's liability insurance
6. Certificate of insurance within normal limits

For the CIPP, the following is to be provided to GCU at no charge:

1. Unless specifically stated otherwise, videos of the cleaned sections of pipes to be lined are to be provided to GCU 30 days prior to liner crew mobilization. GCU will jet said lines prior to installing CIPP; however, heavy cleaning and vacuuming is not anticipated. Should heavy cleaning be encountered, this will be billed at \$450/Hr.
2. Supply water, hydrant meter, backflow preventer and hose protection ramps (as required). Water trucks are not anticipated, and hooking to a hydrant will be necessary to complete this scope of work.
3. This service does not include the removal of additional debris caused by a collapse in the pipe.
4. This service does not include the removal of non typical sewer hazardous material that can not be disposed of at a WWTP or landfill location. Any special permitting costs shall be incurred by the customer.
5. Ingress and egress access to manholes and the site work area(s) adequate for set up, operation, maintenance, and removal of equipment and related site restoration, if any. Equipment shall be capable of accessing manholes **under its own power**. NOTE: If manholes are not located, accessible and uncovered prior to GCU arrival, time spent to prepare the manhole for access will be billed at the rate listed above. Equipment is not 4x4 off-road capable.
6. Plugging and Bypass pumping, if required. GCU will provide a 3" trash pump with lay flat hose, should additional pump capacity be required, this is not included.
7. Police detail, DOT permitting, and other Traffic Control (signage, flaggers, etc), if required. GCU will only provide cones to go around our vehicles.
8. Spill containments shall be provided if required.
9. Laydown or storage yard for equipment for weekends and nights.

CONSENT
 AGENDA ITEM # _____

H



3158 Old Shell Road
Mobile, AL 36607
Office: 251-472-6684
Fax: 866-720-9834

stuell@gulfcoastunderground.com

Other terms:

1. Payment due within sixty days of our invoice (Retainage due within 120 days of completion of GCU's work performed).
2. Stated prices are in effect for thirty days from the date of this proposal.
3. A service charge of 1-1/2% per month, which is an annual rate of 18%, will be added for all past due accounts.
4. GCU will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of GCU's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.
5. The customer and GCU will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other part resulting from a negligent act or omission in performance of work under this agreement.

ACCEPTED:

Spencer Tuell, PE
Cell # 251.472.6684

By: _____

Title: _____

Date: _____

CONSENT
AGENDA ITEM #

4

REGULAR AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

03/09/2017

3. REQUESTED MOTION/ACTION:

Adopt ordinance amending the LDC with changes to address 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.

At the Council meeting, it was suggested to also consider a ratio of 1.5 parking spaces per 1000 square feet of floor area.

The above formulas would result in requiring the following number of parking spaces:

	Current	1.3 per 1000sf	1.5 per 1000 sf	1.0 per 500 sf	1.3 per 500sf
1,500 square foot dwelling	1.5 - 2	2	3	3	4
2,000 square foot dwelling	1.5 - 2	3	3	4	6
3,000 square foot dwelling	1.5 - 2	4	5	6	8
5,000 square foot dwelling	1.5 - 2	7	8	10	13

The Planning Board considered this item at their February 13, 2017 meeting and recommended approval (6-1) of 1.5 parking spaces per 1000 square feet. Council approved the first reading of this ordinance with 1.5 parking spaces per 1000 square feet on February 23, 2017. This ordinance is available for adoption following second reading and public hearing on March 9, 2017.

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*.

- 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.
Amusements and amusement parks	See supplemental standards.
Animal hospitals and Kennels	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, Arenas , Civic Centers and facilities with an auditorium, sanctuary or gathering place, whether fixed seats or open area)	1 per 5 seats.
Automotive facilities, Service Stations , repair facilities, body shops and similar Uses	2 spaces plus 4 spaces per service bay in addition to spaces required for retail space.
Automotive and Vehicles 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 (Retail Sales , retail business and business Uses 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 Nursing Homes , 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 Uses , <u>with</u> associated Retail Sales 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 Uses , <u>without</u> associated Retail Sales 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 Vehicles .
Multi-family Dwellings (non-FBO-1) and condominiums, excluding hotels and motels.	1.5 per unit.
Offices, including medical and dental offices, clinics, government offices and office Buildings	3.33 per 1,000 s.f. of floor area.
Professional or Personal Service establishments and medical or dental offices or office Buildings	3.33 per 1,000 s.f. of floor area.
Recreational clubs (includes country clubs, golf clubs, tennis and racquet clubs, Health Clubs , gun clubs and other facilities providing outdoor sporting or Recreational activities)	3.33 per 1,000 s.f. of floor area.
Shopping Centers	3.33 per 1,000 s.f. of floor area.
Single Family Dwellings (non FBO-1)	2 per unit.
Single Family and Multi-family Dwellings in an FBO-1	1.5 space per 1,000 s.f. of floor area.

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 Lots or units	1 space
6 to 10 Lots or units	2 spaces
11 to 20 Lots or units	3 spaces
21 to 30 Lots or units	4 spaces
Over 30 Lots or units	4 spaces plus 1 space for every thirty (30) Lots or units in excess of thirty (30) Lots or units.

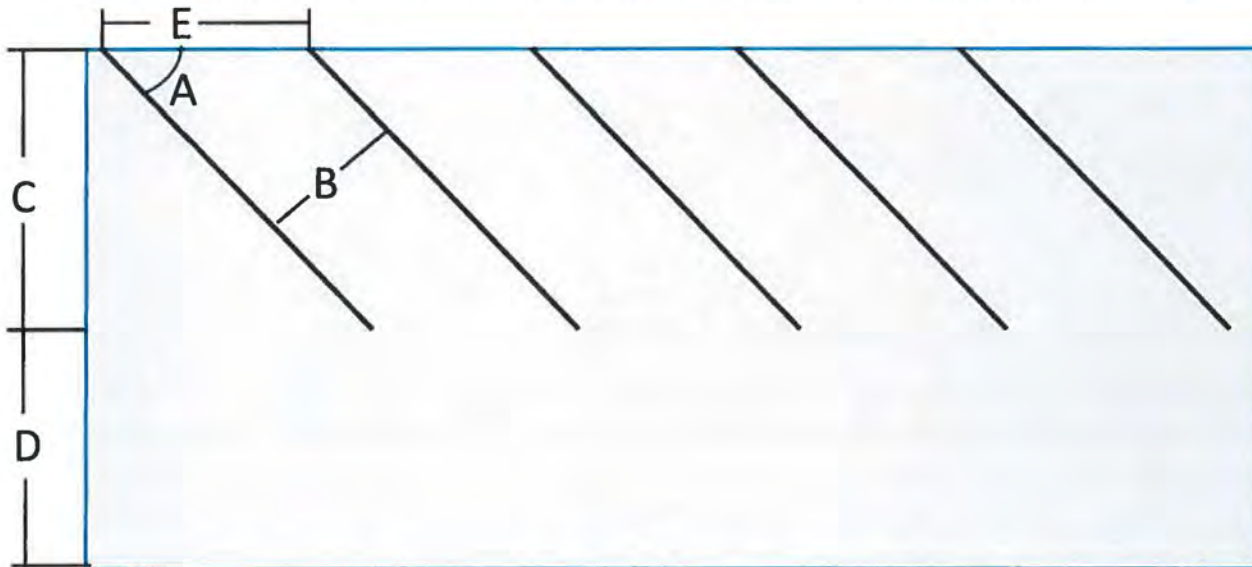
4.05.03 Parking Design, Location and Access Requirements

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 4.04.01B.12.

(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
Residential	100%
Retail/Restaurant	70%
Office	80%
Lodging	90%
Entertainment	70%
Conference Centers	70%
Mixed Uses	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 7.02.031.6 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
Residential & Office	25%
Residential & Retail/Restaurant	10%
Office & Retail/Restaurant	25%
Lodging & Residential	10%
Lodging & Office	20%
Lodging & Retail/Restaurant	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

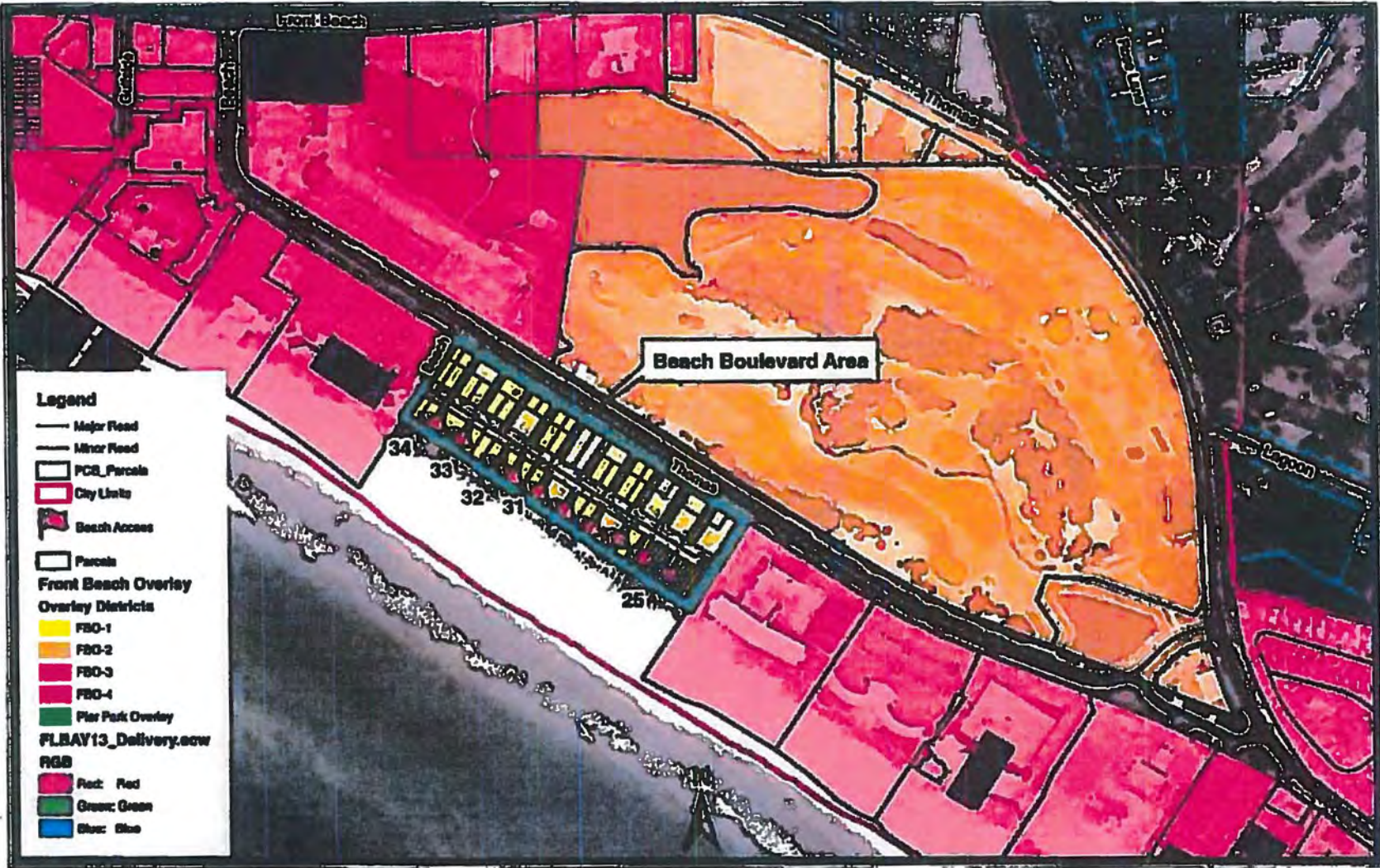
EXAMINED AND APPROVED by me this ____ day of _____, 20__.

MAYOR

Published in the _____ on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.

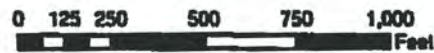
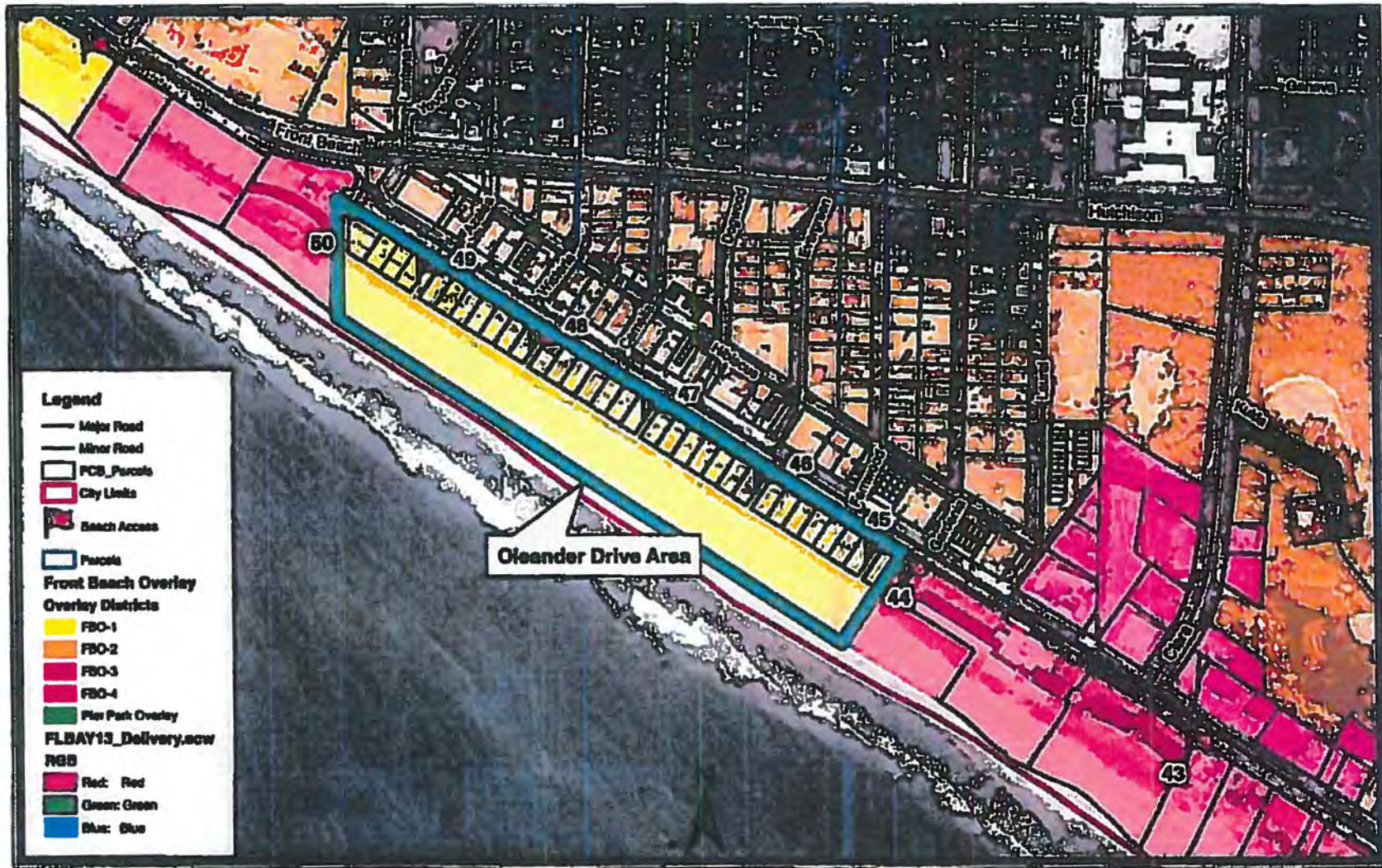
FBO-1 Districts



Prepared by The
City of Panama City Beach
Planning Department

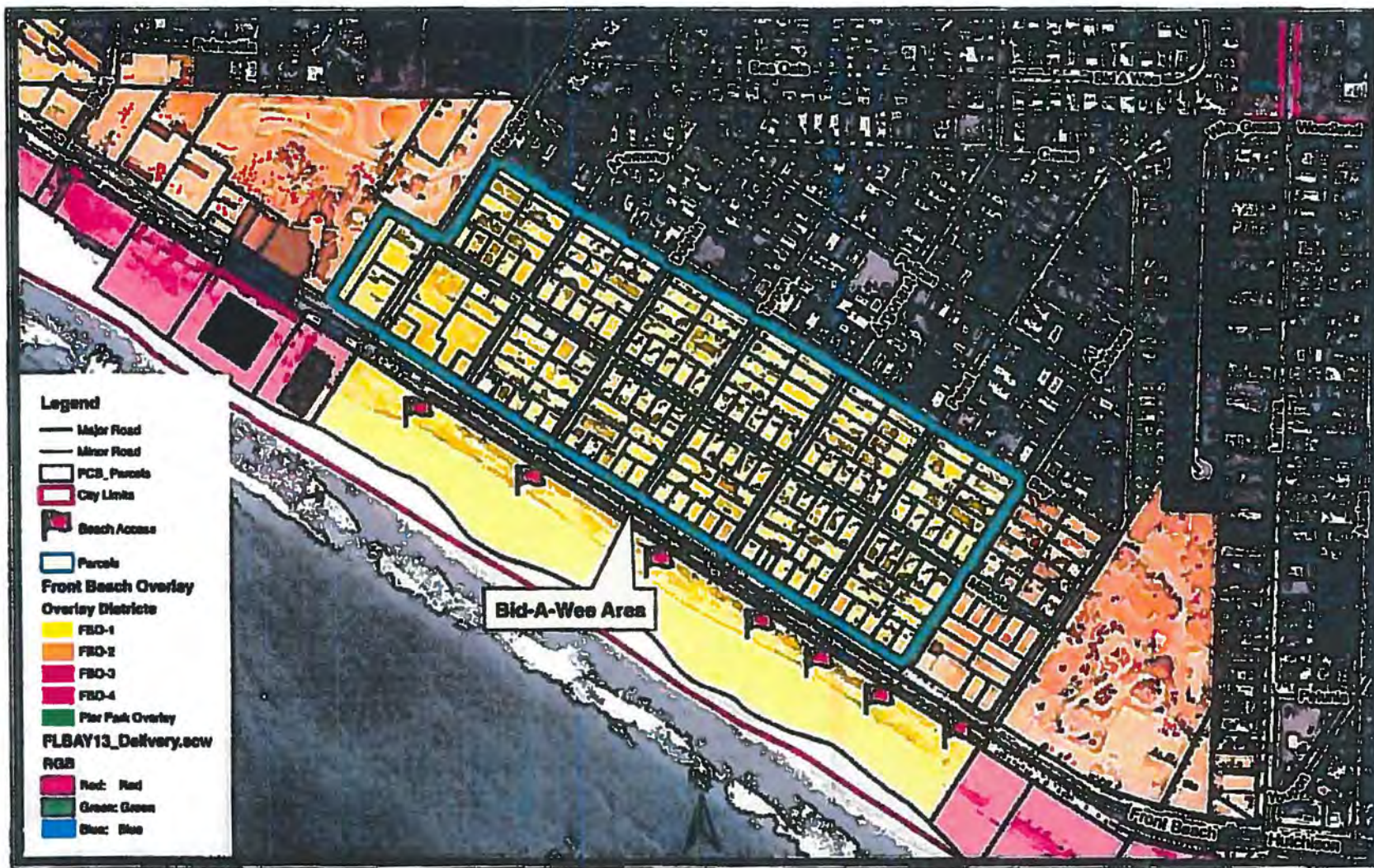
AGENDA ITEM # 1

FBO-1 Districts



Prepared by The
City of Panama City Beach
Planning Department

FBO-1 Districts



AGENDA ITEM #

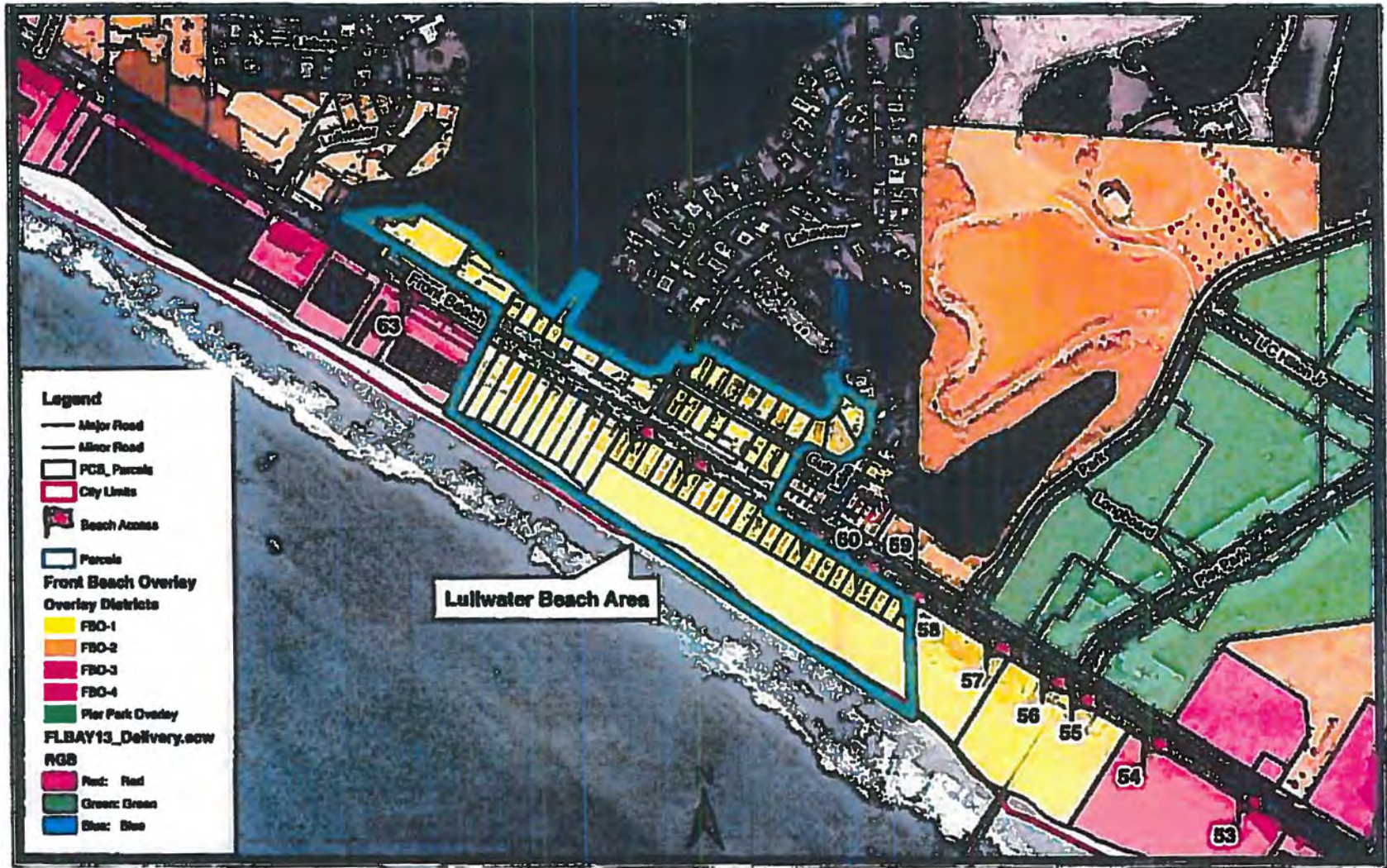
1

0 125 250 500 750 1,000 Feet



Prepared by The
City of Panama City Beach
Planning Department

FBO-1 Districts



AGENDA ITEM # _____



Prepared by The
City of Panama City Beach
Planning Department

FBO-1 Districts



AGENDA ITEM # 1

0 125 250 500 750 1,000 Feet



Prepared by The
City of Panama City Beach
Planning Department

**REGULAR AGENDA
ITEM 2**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

03/09/2017

3. REQUESTED MOTION/ACTION:

Adopt ordinance amending section 1.07.00 with changes that clarify and confirm the nature of a permanent building intended for human occupancy.

4. AGENDA

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

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

The 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.

The Planning Board considered the proposed changes at their February 13, 2017 meeting and recommended approval (7-0). Council approved the first reading of this ordinance on February 23, 2017. This ordinance is available for adoption following second reading and public hearing on March 9, 2017.

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.**

Ord. 1406
Page 1 of 4

AGENDA ITEM # 2

...

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

Ord. 1406
Page 2 of 4

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

Ord. 1406
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.

REGULAR AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

03/09/2017

3. REQUESTED MOTION/ACTION:

Adopt ordinance amending Section 9.02.01 of the Land Development Code relating to existing non-conforming development.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Section 9.02.02 of the Land Development Code (LDC) regulates the expansion, enlargement, or modification of non-conforming development and uses. Nothing in this section prohibits the ordinary and routine maintenance and repair of non-conforming structures. However, upon expanding, enlarging, or modifying the structure, a non-conforming development or use will then be required to reduce the existing non-conformity or completely comply with the requirements of the LDC depending upon the amount of change to the structure that is to be conducted. Uncertainty can exist when determining to what degree a particular site must conform to the LDC when compared to the amount and type of changes being proposed to the site. It is usually a public benefit to have an older non-conforming building rehabilitated to better comply with existing codes. Such construction cleans up eye-sores on the community and helps to encourage other remodels of older buildings in the area. If a community's regulations on such work are overly restrictive, such eye-sores can become too expensive or troublesome for a developer to attempt. The result can be that the eye-sores remain and redevelopment in the area is stifled. It would be beneficial for the Planning Board to consider the applications of work consisting of expanding, enlarging, or modifying non-conforming development or uses in the FBO districts in order to ensure that older buildings can be improved while also gaining some appropriate compliance with the LDC.

Proposed Ordinance 1410 establishes that the Planning Board will consider the applications and make findings that sections 9.02.02 and/or 9.02.03 have been satisfied. Council approved the first reading of this ordinance on February 23, 2017. This ordinance is available for adoption following second reading and public hearing on March 9, 2017.

ORDINANCE NO. 1410

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO EXISTING NON-CONFORMING DEVELOPMENT; REQUIRING PROPERTIES IN AN FBO DISTRICT TO SEEK PLANNING BOARD REVIEW FOR EXPANSION, ENLARGEMENT, OR MODIFICATION OF A NON-CONFORMING DEVELOPMENT OR USE; ESTABLISHING HOW APPLICATIONS ARE TO BE PROCESSED; 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 9.02.01 of the Land Development Code of the City of Panama City Beach related to Existing Non-Conforming Development is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

9.02.00 EXISTING NON-CONFORMING DEVELOPMENT

9.02.01 Continuation of Non-Conforming Development

- A. Subject to section 9.02.02, ***Non-Conforming Development*** may remain in ***Use*** and in place in its nonconforming state, if such ***Development*** is otherwise lawful and in existence on the date of enactment or subsequent amendment of this ***LDC***. Notwithstanding the forgoing, ***Motor Scooter Rental Uses*** are subject to the limitations upon the number of ***Scooters*** at each location set forth in sub-section D of this Section.

(Ord. # 1304, 3/27/14; Ord. #1351, 11/12/15)

- B. Nothing in this chapter shall be construed to prevent the ordinary and routine maintenance and repair of nonconforming structures. A non-conforming structure may be issued a roofing permit, regardless of the other provisions of this section.

Ord. 1410
Page 1 of 3

AGENDA ITEM # 2

- C. Where an existing *Use* is located in conformity with this *LDC* (or similar, preceding law), the subsequent establishment of a neighboring *Use*, which due to distance limitations would make the pre-existing use non-conforming, shall not cause the prior *Use* to be in violation of this *LDC*. Such *Use* shall not become a non-conforming *Use* but shall continue as if a lawful, conforming *Use* except that the *Use* shall be brought into full compliance with the *Use* regulations in this *LDC* upon discontinuance of occupancy and/or *Use* of the *Development* for a period of more than 180 days in any 365-day period.

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

- D. Any location with eighty (80) *Scooters* or fewer offered for rental consistently during the summer of 2015 shall be limited to offering a maximum of sixty (60) *Scooters*. Any other *Scooter* rental location shall be limited to the following maximum number of rental *Scooters*:
- Immediately: Seventy-five percent (75%) of the number of *Scooters* consistently offered for rent at that location during the summer of 2015.
 - After September 5, 2016: Fifty percent (50%) of the number of *Scooters* consistently offered for rent at that location during the summer of 2015.
 - After September 5, 2017: Sixty (60) *Scooters*.

The City shall prepare and issue for each *Non-Conforming Use Scooter Rental* location a number of medallions unique to that location and each *Scooter* available for rent at a *Non-Conforming Use* must have one of those medallions affixed to it. Excess medallions must be returned to the City on or before September 5, 2016, and September 5, 2017. Medallions may be used only at the location for which issued.

(Ord. #1351, 11/12/15)

- E. For properties located within an FBO district, expansion, enlargement, or modification of a non-conforming development or use may only occur upon the Planning Board making a finding, with any conditions, that sections 9.02.02 and/or 9.02.03 have been satisfied. Such applications shall be processed according to Section 10.16.00.**

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

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

Ord. 1410
Page 2 of 3

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 _____, 20__.

MAYOR

Published in the _____ on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.

REGULAR AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
March 9, 2017

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 17-64 to adopt a revised fee schedule for the Planning and Zoning fees to include a \$500 fee for Non-Conforming Use/Development.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
Council approved a fee schedule for Planning and Zoning fees by Resolution 12-112 on July 26, 2012. The current resolution comes before the council to include the fees in the schedule for Non-Conforming Use/Development Amendment.

Staff recommends approval.

RESOLUTION NO. 17-64

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ADOPTING A REVISED FEE SCHEDULE FOR PLANNING AND ZONING FEES PURSUANT TO PROCEDURES ESTABLISHED BY THE CITY'S LAND DEVELOPMENT CODE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Resolution 12-112 approving a fee schedule for plan review by the Planning Department in accordance with the procedures adopted in the City's LDC.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the fee schedule for Planning and Zoning fees, attached and incorporated herein as Exhibit A to this Resolution, is hereby adopted.

AND BE IT FURTHER RESOLVED THAT all resolutions or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

THIS RESOLUTION SHALL TAKE EFFECT immediately upon its passage.

PASSED, APPROVED AND ADOPTED, in regular session this ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH, FLORIDA

BY: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-64

AGENDA ITEM # _____

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EXHIBIT A

Planning and Zoning Fees (February, 2017)

REQUEST	FEE
Large Scale Plan Amendment	\$2100
Small Scale Plan Amendment	\$1500
Appeal	\$500
Variance	\$500
Annexation	\$800
Rezoning w/o Plan Amendment	\$900
PUD Master Plan	\$800
PUD Master Plan Amendment	\$800
PUD Final Development Plan	\$800
Development Order	\$800
Development Order Extensions	\$50
New DRI	\$3,000
DRI Substantial Deviation	\$1,000
Conditional Use	\$900
Conditional Use Amendment	\$500
Signs	\$25
Zoning Verification Letter	See Note
Development Agreement	See Note
Traditional Neighborhood Overlay District Master Plan	\$800
Traditional Neighborhood Overlay District Master Plan Amendment	\$800
Traditional Neighborhood Overlay District Final Development Plan	\$800
Traffic Study Review (Minor, 1 st two revisions)	\$800
Traffic Study Review (Minor, each revision after 1 st two)	\$300
Traffic Study Review (Major, 1 st two revisions)	\$1,000

Resolution 17-64

AGENDA ITEM #

4

Traffic Study Review (Major, each revision after 1 st two)	\$400
Traffic Study Review (DRI, 1 st two revisions)	\$1,500
REQUEST	FEE
Traffic Study Review (DRI, each revision after 1 st two)	\$800
Creation of Overlay District	See Note
Subdivision Plat (2 lots only)	\$500
Subdivision Plat (3 or more lots)	\$900
Telecommunication Towers	\$900
Fences	\$25
Tree Removal/Land Clearing	\$50
Temporary Uses	\$50
Doggie Dining	\$50
Large Site Developments (only in FBO districts)	\$800
<u>Non-Conforming Use/Development Amendment</u>	<u>\$500</u>

Note: The fee is equal to the wage/hour of staff working on the request plus any attorney's fees and will be established upon the City's rendering of the agreement or ordinance contemplated by the development request.

Resolution 17-64

AGENDA ITEM #

4

REGULAR AGENDA
ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/LEGAL

2. MEETING DATE:
MARCH 9, 2017

3. REQUESTED MOTION/ACTION:
CONSIDER SECOND READING AND ADOPTION OF ORDINANCE ESTABLISHING
REGULATIONS OF TRANSPORTATION NETWORK COMPANIES OFFERING VEHICLE FOR
HIRE SERVICES

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The City has found that the transportation network vehicle for hire companies provide useful services to the citizens of the City and require different regulation than that of traditional vehicle for hire service. The City administration and Police Department desire a method to allow for the issuance of network company licenses which allow those companies to operate within the City subject to oversight by the Chief of Police.

This ordinance authorizes the Chief of Police to issue a license to a transportation network company upon an application that meets the minimum standards for insurance coverage, driver screening, vehicle screening, and online capabilities. Once licensed, network company drivers may operate within the City. The Chief of Police is granted authority to inspect and audit network company records or take other actions as deemed necessary.

Staff recommends approval. If Council approves second reading this ordinance will be adopted and have an immediate effective date.

ORDINANCE NO. 1409

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 24 OF THE CITY CODE OF ORDINANCES RELATED TO VEHICLES FOR HIRE; CREATING DEFINITIONS FOR THE NEW CATEGORIES OF "TRANSPORTATION NETWORK COMPANY," "TRANSPORTATION NETWORK VEHICLE" AND "DESIGNATED DRIVER OPERATION;" DECLARING THESE NEW CATEGORIES OF VEHICLES FOR HIRE PERMISSIBLE; CLARIFYING THAT VEHICLE PERMITS ARE NOT REQUIRED FOR THESE NEW CATEGORIES AND THAT DIVISIONS I AND II OF ARTICLE II ARE INAPPLICABLE EXCEPT THE REQUIREMENTS FOR DISPLAYING DRIVER'S PERMITS AND FOR MAINTAINING DAILY MANIFESTS; ALLOWING ONLINE, DIGITAL OR ELECTRONIC RECORDS TO MEET THE MANIFEST, LOG, AND RECEIPT REQUIREMENTS; CREATING DIVISION III OF ARTICLE II REGULATING LICENSURE OF TRANSPORTATION NETWORK COMPANIES, MINIMUM REQUIREMENTS OF TRANSPORTATION NETWORK COMPANIES, NETWORK DRIVERS, AND NETWORK VEHICLES; REQUIRING DRIVER AND VEHICLE AUTHORIZATION BE DISPLAYED; GRANTING AUTHORITY TO THE CHIEF OF POLICE TO SUSPEND NETWORK DRIVERS OR THE LICENSURE OF ANY TRANSPORTATION NETWORK COMPANY; ALLOWING A METHOD OF APPEAL FOR THE REVOCATION OF A TRANSPORTATION NETWORK COMPANY LICENSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the introduction of new competing models for vehicle for hire services, many of which are provided and marketed on a national or international basis, has significantly altered the vehicle for hire marketplace; and

WHEREAS, the Council wishes to protect the health, safety and welfare of the public, to promote availability and accessibility of cost-effective public transportation, and to allow innovation in the provision of passenger vehicle services; and

WHEREAS, the Council wishes to provide for safe, convenient and efficient transportation for the general public, enhance the image of the City, more effectively serve visitors who are accustomed to using a variety of ride alternative, and eliminate conflict and confusion among users between different types of services; and

WHEREAS, designated driver operations have been introduced into the City's vehicle for hire market that are designed to provide a ride to an inebriated person while he rides as a passenger in his own vehicle, which concurrently is delivered to the location specified by the person; and

WHEREAS, designated driver operations differ from other vehicle for hire services because the passenger rides in his own vehicle and, thus, the City's regulatory interest primarily is to ensure that the driver for hire meets the Driver's Permit minimum requirements; and

WHEREAS, the City strongly opposes drunk driving and, to the extent that designated driver operations reduce drunk driving, the City does not wish to discourage such operations; and

WHEREAS, a rational basis exists for not applying the same rate requirements to designated driver operations as to other vehicle for hire operations because designated driver operations require additional labor and involve the added service of delivering a customer's vehicle to a location; and

WHEREAS, transportation network companies, such as Uber and often referred to "rideshare" operations were introduced into the City's passenger vehicle market in early 2015, linking passengers with vehicles for hire offering rides for predetermined compensation through electronic networking applications; and

WHEREAS, transportation network vehicles may be ordered by smart phone applications; and

WHEREAS, a meter is unnecessary for a transportation network vehicle because the transportation network company requires the potential customer to accept the total ride fare or agree to an estimate prior to entering the transportation network vehicle and, thus, consumers are protected by the free market acceptance of an agreed upon price before the ride begins; and

WHEREAS, the Council wishes to regulate fares differently depending on whether a vehicle is operating as a transportation network vehicle or a traditional taxicab; and

WHEREAS, taxicabs will be required to continue charging a meter fare in compliance with the Code of Ordinances except that any vehicle with a taxicab vehicle permit may operate as a transportation network vehicle as long as the driver and are authorized by a licensed transportation network company and meet the minimum requirements of this Chapter; and

WHEREAS, a rational basis exists for allowing different fares depending on the manner in which a passenger contracts for service; and

WHEREAS, when a person uses a smartphone app to negotiate a price, the passenger and driver reach an agreement before the passenger enters the vehicle and the requirement that the fixed price be contracted electronically ensures the existence of a record of the agreement; and

WHEREAS, thus, in the event of a dispute, the combination of the pre-ride fixed price agreement, ability of GPS tracking, and the electronic record of the agreement protects

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consumers and, in contrast, when a consumer hails a Taxicab on the street or calls a taxicab by telephone, the consumer is not similarly protected; and

WHEREAS, a rational basis exists for regulating vehicle appearance requirements differently for network vehicles and traditional taxicabs, because traditional taxicabs do not offer pre-arranged fares for rides, electronic driver information to be displayed prior and after completion of rides, or the GPS tracking of available vehicles; and

WHEREAS, on the other hand, transportation network companies are structured so as to permit a customer to request a ride through his smartphone application, the transportation network companies connects the customer to a particular driver, enables the customer to access the driver's and vehicle's information after selecting the driver and after the completion of the ride, provides the customer the ability to review and provide the network immediate feedback on that driver and vehicle, and payment is made by credit card directly through the application; and

WHEREAS, transportation network companies provide additional insurance and perform internal background checks and inspections on drivers which ensure that network drivers and network vehicles meet the safety standards of the City and allow injured parties to recover in the case of an accident; and

WHEREAS, the Council finds that the availability of fare, driver, and vehicle information digitally coupled with the increased insurance coverage and standards for drivers and vehicles justifies transportation network companies to be exempt from Divisions I and II of Article II of Chapter 24; and

WHEREAS, the Council finds that oversight over the transportation network companies operations by the Chief of Police and enforcement powers which allow the removal of a driver, vehicle or the revocation of a transportation network company's license will sufficiently allow transportation network companies to safely operate in the City; and

WHEREAS, the Council wishes to express its findings of fact and legislative intent developed during the prior and instant hearings on the subjects covered by this ordinance, and to summarize the legislative grounds upon which this law is made.

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

SECTION 1. From and after the effective date of this ordinance, ARTICLES I and II of Chapter 24, VEHICLES FOR HIRE, of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

ARTICLE I. - IN GENERAL

Sec. 24-1. Definitions.

As used in this Chapter:

(a) *Taxicab* shall mean a chauffeur-driven, passenger vehicle engaged in the business of transporting passengers for hire or other compensation, to persons not on regular schedules with the routes traveled or the destination determined by the passengers. Taxicabs generally provide service at all times to all parts of the City, base the fare charged the passenger on the use of the vehicle without regard to the number of passengers carried; determine the fare by a meter or other device that calculates miles or time traveled; and provide transportation services in an automobile, station wagon or van that is capable of comfortably seating at least four adult passengers up to a maximum of six adult passengers, including the driver.

(b) *Limousine* shall mean a chauffeur-driven passenger vehicle, built or modified for the purpose, leased, rented or charged upon for a minimum time period of one hour; with the fare determined on an hourly basis and not by a meter or mileage for the use of the vehicle; and which is pre-arranged or arranged through a third party. Limousine services may be provided in extended or longer than ordinary sedans or SUVs seating fifteen passengers or less including the driver; passenger vehicles recognized by the industry as full-size luxury passenger vehicles seating a maximum of eight passengers including the driver, including vintage or classic passenger vehicles; or full-sized, customized (not assembly-line produced) van type passenger vehicles outfitted with luxury amenities, as recognized by the industry.

(c) *Shuttle* shall mean a chauffeur-driven passenger vehicle engaging in the transportation of passengers for hire with the intent to receive compensation for transporting such passengers from predetermined points of origin within the corporate limits of the City to any destination; with the fare determined on a per capita basis and not by a meter or mileage; and whose transportation services are generally provided in vans with a minimum seating capacity of seven persons and a maximum capacity of fifteen persons, including the driver. Shuttles may or may not be pre-arranged or arranged through a third party.

(d) *Driver* shall mean any person who has been issued a Driver's Permit pursuant to this Chapter to operate a vehicle for hire within the city limits of the City of Panama City Beach.

(e) *Owner or Applicant* shall mean any every company, business proprietor or individual agent, employee or person acting on behalf of such company or business, who makes application to the City for a vehicle for hire permit or a driver permit to operate a vehicle for hire within the city limits of the City of Panama City Beach.

(f) *Vehicle for hire* shall mean any passenger vehicle engaged in the transportation of persons from or entirely within the corporate limits of the City of Panama City Beach with the intent to receive direct or indirect compensation for providing such transportation, including providers which only accept gratuities or tips.

~~(g) *Permit* shall mean Driver's Permit or Vehicle Permit.~~

(g) *Transportation Network Company* means a corporation, partnership, sole proprietorship, or other entity that uses digital network to connect passengers to transportation network company drivers who provide prearranged rides.

(h) *Transportation Network Company vehicle* means a vehicle that is owned, leased, or otherwise authorized for use by a transportation network company driver and is not a taxicab, limousine, or other vehicle for hire.

(i) *Digital Network* means any online-enabled application, website, or system offered or utilized by a transportation network company that enables the prearrangement of rides with transportation network company drivers.

(j) Prearranged ride means the provision of transportation by a driver to a passenger, beginning when a driver accepts a ride requested by a passenger through a digital network controlled by a transportation network company, continuing while the driver transports a requesting passenger, and ending when the last requesting passenger departs from the transportation network company vehicle. A prearranged ride may include rides among multiple transportation network passengers who consent to share the ride in whole or in part. A prearranged ride does not include transportation provided using a taxi, limousine, or other for-hire vehicle pursuant to; or
(B) shared expense carpool or vanpool arrangements.

(k) Designated driver operation means a transportation company or business that goes to a customer and the customer's vehicle and then drives the customer's vehicle to the location specified by the customer while the customer rides as a passenger in his own vehicle.

24-2. Purpose and Intent.

The City Council recognizes that the operation of private vehicles for hire may significantly impact public safety and an economy that is strongly dependent on them for tourism. Therefore, it is necessary to regulate private transportation services provided to the general public.

Secs. 24-3--24-14. Reserved.

**ARTICLE II. TAXICABS, LIMOUSINES AND SHUTTLES
DIVISION 1. GENERALLY**

Sec. 24-15. Vehicle Permit required.

(a) It shall be unlawful for any owner or operator of a taxicab, limousine or shuttle to operate or allow to be operated such vehicle for hire within the city unless:

(1) Such operation is pursuant to a valid and current vehicle permit issued to the owner of that vehicle pursuant to this section by the Chief of Police or his designee upon payment of a permit fee in the amount of \$100.00 or \$25.00 for each vehicle, whichever is greater, and the furnishing of:

(i) A copy of the certificate of title and the certificate of registration of every vehicle to be operated under the permit bearing the owner or business name. No lease vehicles bearing rental companies as owners will be permitted; and

(ii) A sworn Affidavit of Compliance Form from the owner of the vehicle and notarized by the Chief of Police or his designee that the owner is familiar, and will comply, with the provisions of this chapter; and

(iii) A certificate or policy of the insurance required for such vehicle by this chapter; and

(iv) A copy of the rate card to be posted in a conspicuous location in the vehicle, which card complies with this chapter; and

(v) Application from the Panama City Beach Police Department approved by the Chief of Police. The application shall contain all of the following information:

1. the name of the applicant;
2. the name of the applicant's business and trade name under which the business will operate;

3. if the business is to be a partnership, whether general or limited, the partnership instrument or certified copy thereof, and the business address of the partnership;
4. if the business is a corporation, the certificate of incorporation or certified copies thereof, and the business address of the corporation;
5. if the business is to be conducted under another name than that of the applicant, a copy of the fictitious name certificate, if required;
6. applicant's business location;
7. applicant's business mailing address;
8. applicant's business phone number;
9. applicant's home address and home phone number;
10. the number and type of permits requested;
11. the seating capacity, make, model, year of manufacture, mileage, equipment and amenities for each vehicle to be permitted;
12. any other information required, as deemed appropriate by the Chief

of Police; and

(vi) proof of current occupational license(s) including a business tax receipt issued by the City of Panama City Beach, or if the business is not based in the City of Panama City Beach, the business tax receipt from the city or county in which the business is based.

Vehicle permits shall be issued only to the owner of the vehicle and are not transferrable. The term for all vehicle permits issued pursuant to this section shall begin on January 1st and expire on December 31st of the applicable year. Permit fees shall not be prorated.

(2) Such vehicle has passed an inspection conducted by the Police Department certifying that the vehicle meets minimum safety and equipment standards set forth in section 24-23 and appearance standards set forth in Section 24-20. Every vehicle permit holder shall repair or replace any equipment or parts of the vehicle found as a result of the inspection to be worn out, defective, or creating a safety hazard.

(3) If the vehicle to be permitted is a taxicab, such taxicab is equipped with a mechanical or electronic device for registering the fare to be charged. Each taxicab meter shall be inspected and approved by the Chief of Police or his designee.

(4) A copy of the valid and current vehicle permit issued under this section is permanently affixed in the upper left or lower left rear window of that vehicle; and

(5) Such operation is in full compliance with this chapter.

(b) Violation of any provision of this chapter by the owner or operator of a taxicab, limousine or shuttle shall constitute grounds to suspend or revoke the vehicle permit to operate taxicabs, limousines or shuttles within the city.

(c) Whenever there is reasonable cause to believe that there may be grounds to suspend or revoke the vehicle permit to operate taxicabs, limousines or shuttles within the city, the City Manager or his designee shall serve notice by certified mail or hand delivery to the owner of the taxicabs, limousines or shuttles indicated on the vehicle permit application. Such notice shall require the owner or its designee to contact the City Manager or his designee to arrange an informal hearing to be held within forty-eight (48) hours. If the owner does not arrange such hearing and the forty-eight (48) hour time period expires, the right to such informal hearing is waived. After the informal hearing is held or waived, the City Manager or his designee shall suspend the vehicle permit, revoke the vehicle permit or take no action on the vehicle permit. If the vehicle permit is suspended or revoked, such action takes effect upon receipt of notice by certified mail or hand delivery to the owner or the person representing the owner during the informal hearing.

(d) Any owner whose vehicle permit is revoked or suspended by the City Manager or his designee may appeal such decision to the City Council. Such appeal shall be taken by filing written notice with the City Manager within five (5) days after the decision of the City Manager or his designee. Notice of the appeal shall contain the grounds for appeal. The City Council shall hear the appeal, de novo, at its earliest reasonable opportunity. The filing of a notice of appeal will not delay the effectiveness of any suspension or revocation. An unfavorable decision by the City Council may only be reviewed by writ of certiorari in the Circuit Court.

(e) It shall be the responsibility of the vehicle permit holder to remove and surrender to the Chief of Police, all permits from vehicles should they be wrecked, traded or cease to operate as a taxicab, limousine or shuttle within the City.

(f) The operation of all taxicabs, limousines or shuttles shall be in full compliance with this chapter and Florida State Statute 316.610, and the Chief of Police or his designee reserves the right to spot check vehicles at any time for violations of state and local law.

Sec. 24-16. Occupational license required.

No person shall operate a taxicab, limousine or shuttle business out of a permanent business location or branch office within the city without first paying the occupational license tax set forth in section 14-29(198), and thereby receiving an occupational license therefor.

Sec. 24-17. Liability insurance required of owner.

No vehicle permit shall be issued or continued in effect to operate any taxicab, limousine, or shuttle within the city unless the vehicle permit holder possesses, in full force and effect, public liability insurance and property damage insurance issued by an insurance company who is authorized to do business as such in the State of Florida, covering each taxicab, limousine or shuttle to be operated under the permit and covering the owner and driver thereof. The coverage for each such vehicle, including the driver, shall be issued, at a minimum, in the amounts of:

(a) 1. ~~\$100,000~~ \$125,000 because of bodily injury to, or death of, one person in any accident;

2. Subject to such limits for one person, in the amount of ~~\$300,000~~ \$250,000 because of bodily injury to or death of, two or more persons in any one accident; and

3. In the amount of \$50,000 because of injury to, or destruction of, property of others in any one accident; or

~~(b) A sum of not less than \$300,000 for a policy of insurance providing for bodily liability and property damage liability.~~

The policy shall name the city as an additional insured and contain a provision that neither the policy nor any provision thereof may be cancelled without giving the city at least ten (10) days written notice of cancellation. A certificate or policy in proof of which shall be filed with the Chief of Police or his designee before the permit is issued.

State Law References: Minimum insurance required, Section ~~324.024~~ 324.032; Definition of "commercial motor vehicle", Section 627.732; Liability insurance coverages, Section 627.742.

Sec. 24-18. Rate cards to be posted.

No person shall operate a taxicab, limousine or shuttle within the city unless there is displayed therein in a conspicuous manner in full view of the passengers of the taxicab, limousine or shuttle a printed and clearly legible rate card listing the amount and manner of calculating all rates to be charged.

Sec. 24-19. Display of state license, city driver's permit required.

No person shall operate a taxicab, limousine, shuttle within the city unless there is displayed

therein in a conspicuous manner in full view of the passengers of the taxicab, limousine, or shuttle valid and current state required license and a valid and current city driver's permit for such person.

Sec. 24-20. Vehicle color design; identification; signs.

(a) Every taxicab, limousine or shuttle operated in the city shall bear the owner's trade name, monogram or insignia, together with a company vehicle number and the owner's telephone number permanently affixed upon the exterior metal portion or window area on each side of the taxicab, limousine or shuttle and the company vehicle number and owner's telephone number permanently affixed on the outside rear panel of the taxicab, limousine or shuttle. All lettering required in this subsection shall be not less than two and one-quarter (2-1/4) inches in height and not less than five-sixteenths inch stroke.

(b) Limousines are exempt from Section 24-20(a) if the sole purpose of the limousine is engaging in private or contracted, predetermined transportation of persons for hire and the limousine is not used as a taxicab or shuttle. The limousine shall have affixed to the front license plate bracket the name or monogram bearing the owner's trade name.

(c) All taxicabs, limousines or shuttles permitted and operated in the City shall be mechanically sound with well-maintained paint and must be maintained inside with a clean and professional appearance.

(d) It shall be unlawful for any person soliciting patronage from any taxicab, limousine or shuttle to represent by word, sign or insignia that the vehicle for which he is soliciting such patronage is a vehicle owned or operated by anyone other than the actual owner thereof.

Sec. 24-21. Daily manifests required; preservation.

(a) The owner of every taxicab, and limousine, and shuttle, and drivers for designated driver operations operated within the City shall maintain or cause to be maintained, and safely preserve for at least one year a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip, number of passengers and amount of fare. The forms for each such manifest shall be approved by the Chief of Police. An online, digital or electronic manifest accessible from the vehicle, such as a manifest maintained by a smart phone app, meets the requirements of this paragraph.

(b) The owner of every taxicab, and limousine, and shuttle, and drivers for designated driver operations operated within the City shall make such manifests available to the City Manager and the Chief of Police or his designee upon request.

Sec. 24-22. Rates generally.

The Panama City Beach City Council may by resolution set and adjust rates and charges for transportation of persons and their baggage within the corporate limits of the City.

Sec. 24-23. Vehicle Safety and Equipment Standards.

Every Vehicle-for-Hire, including transportation network company vehicles, shall meet the following minimum safety and equipment standards:

(1) *Tires.* Tires shall be of the size appropriate for the Vehicle-for-Hire and with no mismatched tires. There shall be no cuts into the tire cord or sidewall area or localized worn spots that expose the ply. No tire is permitted with less than 2/32 inches remaining when measured in any two (2) grooves at three (3) equally spaced intervals around the circumference of the tire, or when the tire has tread wear indicators that are visible.

(2) *Operational Horn.* The Vehicle-for-Hire shall be equipped with an operational horn with the actuating button mounted in the location designated by the vehicle manufacturer and operated in the manner designed and assembled by the vehicle manufacturer.

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(3) *Windows.* The windshield, side and rear windows shall operate as designed and be assembled with no breakage, cracks or pits that may impair visibility or hinder the safety of passengers. No windows on Vehicles-for-Hire shall be composed of, covered by, or treated with, any material which would cause the vehicle to be in violation of Florida Statutes § 316.295.

(4) *Doors.* All doors must have operating handles that allow opening from the inside and outside. Handles, knobs and armrests are to be free of breaks and must be securely mounted. Door hinges and hold stops must function correctly. Door seals and gaskets must be intact and operating to seal water and odors from entering the passenger compartment from outside. All door panels must be intact to prevent accidental injuries on door and window mechanisms.

(5) *Interior Condition.*

(a) *General Condition.* All standard interior equipment shall be complete and intact, including, but not limited to interior lights, headliner, dashboard, head rests, window cranks, and gear shifts.

(b) *Seat Condition.* Seat covers shall be permanently attached or fixed to all seats in the Vehicle-for-Hire, and have no exposed wire or sharp edges either from metal or hardened vinyl. The rear seat must be of a type, size and mounting approved by the vehicle manufacturer. No broken springs, sagging or horizontal slippage is allowable in any seat.

(c) *Floor Condition.* Floor covering material shall be secure and contain no rips or loose folds. The floor board of the Vehicle-for-Hire shall be free of rust and holes.

(d) *Loose Objects.* No loose or moving objects or externally mounted speakers shall be placed on the deck behind the rear seat, or on the front dash board. No decorations or other objects will be permitted to hang from permanently mounted fixtures in a Vehicle-for-Hire.

(6) *Seat Belts.* Each Vehicle-for-Hire shall have seat belts available for passengers in all seats except jump seats, spaces designed to accommodate wheelchairs or where the seat belts are not required by law. Seat belts shall be provided in operating condition and easily accessible by all passengers. Seat belts shall also be clean and free of grease and other objectionable substances. For the purpose of this section, seat belts which are placed under the seat or between the lower and upper portions of the seat are deemed not easily accessible.

(7) *Windshield Wipers.* Each Vehicle-for-Hire shall have standard operational windshield wipers for the entire front windshield which shall be controlled electronically or by vacuum and operated from the interior of the Vehicle-for-Hire. The wiper blades shall be in such a condition as to make firm contact with the windshield when operational, and shall not be torn or badly worn.

(8) *Brakes.* Each Vehicle-for-Hire shall contain an operational parking brake and a primary brake system which acts on all four (4) vehicle wheels. There shall be no visible leaks in the brake line, wheel cylinder or any part of the brake system and no frayed cables. All primary brake systems shall demonstrate a reasonable total braking force when tested, using the "quick stop method" and with the Vehicle-for-Hire operating at a speed of at least twenty (20) miles per hour. Brake linings and/or disc pads, when measured at the thinnest point shall not be less than one-sixteenth (1/16) of an inch. Brake linings and/or pads shall also be firmly attached to the brake shoe and/or disk coupler. Disc brake rotors and brake drums shall be of a size and type appropriate for the vehicle, with no cracks or other damage which change or impair the functional surface.

(9) *Headlights, Turn Signals, Brake Lights and Tail Lamps.* Every Vehicle-for-Hire shall be equipped with operational State of Florida-approved headlights, and turn indicating lamps or devices on the front and rear of the vehicle and a foot brake activated stop light on the rear of the Vehicle. Each Vehicle-for-Hire shall also have a tail lamp so situated on the vehicle as to illuminate the rear license plate with a white light and render it clearly legible.

(10) *Steering Mechanisms.* Steering mechanisms shall neither be worn or jammed, nor shall there be more than two (2) inches play to the left or right of center, measured at the steering wheel rim with the road wheels in a straight ahead position, on wheels up to eighteen (18) inches in diameter, or three (3) inches of play on wheels over eighteen (18) inches.

(11) *Exhaust Systems.* There shall be no leakage of exhaust gas at the manifold gasket, manifold and exhaust line gasket, muffler and muffler connections or at any other point in the exhaust system as determined through a visual and audible inspection. The tail pipe shall discharge exhaust from the rear or sides of the passenger and luggage compartment. No part of the exhaust system shall pass through or leak into the part of the Vehicle-for-Hire occupied by passengers, as determined by visual inspection.

(12) *Air Conditioning and Heating.* Every Vehicle-for-Hire, except for Residential Shuttles, shall be equipped with an adequately operating air conditioning and heating system, and windshield defrost or defogging system, which controls the temperature of the interior of the vehicle between 68 and 78 degrees Fahrenheit.

Secs. 24-30--24-35. Reserved.

DIVISION 2. DRIVER'S PERMIT

Sec. 24-36. Required; state driver's license prerequisite to issuance thereof.

(a) No person shall operate a taxicab, limousine, or shuttle upon the streets of the city, and no person who owns or controls any such vehicle shall permit it to be so driven, and no such vehicle permitted by the city shall be so driven unless the driver thereof shall have first obtained and shall have then in force a valid driver's permit issued by the city.

(b) No driver's permit shall be issued by the city to the driver of any taxicab, limousine, or shuttle, or designated driver operation until any such driver demonstrates possession of a valid state of Florida's driver's license.

(Code 1973, § 24-9; Ord. No. 442, § 1, 3-23-95; Ord. No. 1194, § 1, 1-13-2011)

Sec. 24-37. Application.

(a) Any person being eighteen years of age or older may apply to the city for a driver's permit to operate a taxicab, limousine, or shuttle, by first paying an application fee of \$10.00 and filing with the police department, upon forms approved and supplied by the Chief of Police, an application containing the following information:

(1) The applicant's name, address, date of birth, phone number, social security number, race, sex, weight, hair color, eye color and any aliases or former legal names used during the preceding five years of applicant;

(2) A copy of the applicant's social security card;

(3) the name, address and phone number of the vehicle permit holder, if applicable, for which the applicant is working or intends to work;

(4) A listing of the applicant's convictions, if any, in the courts of any state of the United States or in any United States court. This will be obtained from the Florida Department of Law Enforcement by the Police Department, and the applicant is responsible for all fees necessary to obtain this criminal history check from the Florida Department of Law Enforcement prior to filing the application; ;

(5) The "Endorsement of Owner for the Driver Form" provided by the Police Department, must be completed and notarized by the owner by whom he is to be employed as a driver;

(6) Information regarding the health, mentality, character and experience of the

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applicant as may be necessary or desirable to enable the chief of police to ascertain the applicant's qualifications, this will include a current drug screen; and

(7) A color copy of the applicant's current and valid driver license issued by the State of Florida. All applicants must provide a three year driving history if from the State of Florida. All applicants coming from other states must provide a three year driving history from that state and a current and valid Florida driver's license. Temporary Florida Driver's License will not be accepted;

(8) Such other information as the Chief of Police shall deem necessary to implement this chapter.

(b) The applicant must sign a "Driver Affidavit of Compliance Form" provided by the Police Department acknowledging that he or she has received a copy, read, understands and agrees to comply with the provisions of this chapter relating to taxicabs, limousines, and shuttles and submit that statement with the application.

(c) Upon filing the application, the applicant must be photographed by the police department.

Sec. 24-38. Persons eligible.

(a) No driver's permit shall be issued pursuant to this article to any applicant who is not of good moral character.

(b) The phrase "good moral character" shall be construed to mean the propensity on the part of the applicant to serve the public in the city in a fair, honest and open manner.

(c) A judgment of guilt in a criminal prosecution or a judgment in a civil action shall not be used, in and of itself as proof of an applicant's lack of good moral character. It may be used as evidence in the determination, and when so used the applicant shall be notified and shall be permitted to rebut the evidence by showing that at the current time he has the ability to, and is likely to serve the public in a fair, honest and open manner, that he is rehabilitated, or that the substance of the former offense is not reasonably related to driving taxicabs, limousines or shuttles.

(d) The following criminal records shall not be used, examined or requested by the city in a determination of good moral character:

(1) Records of an arrest not followed by a conviction;

(2) Records of a conviction which has been reversed or vacated, including the arrest records relevant to that conviction;

(3) Records of an arrest or conviction for a misdemeanor or a felony unrelated to the applicant's likelihood to serve the public in a fair, honest and open manner; or

(4) Records of an arrest or conviction for a misdemeanor for the conviction of which a person may not be incarcerated in a jail or prison.

(e) A driver's permit shall not be issued if the applicant, within the 5 years immediately preceding application, has been convicted of, or had adjudication withheld on, or have pending charges for, any of the following:

(1) Driving under the influence of drugs or alcohol

(2) Vehicular manslaughter;

(3) Reckless driving;

(4) Murder, manslaughter, armed robbery, assault with a deadly weapon, aggravated assault;

(5) Any crime which is designated a felony;

(6) Any crime involving the sale of a controlled substance as defined by Section 893.03, Florida Statute;

(7) The Florida RICO act;

(8) Exposure of the sexual organs and any crime under Chapter 796 or

(9) "Prostitution" as defined in Chapter 796, pertaining to prostitution or assignation or loitering for prostitution.

(f) If an applicant is found to be unqualified for a license because of a lack of good moral character, or similar criteria, he shall be furnished by the police department with a statement to this effect. The statement shall contain a complete record of the evidence upon which the determination was based. The applicant shall be entitled, as of right, to a rehearing on the issue before the police department if he has relevant evidence not previously considered regarding his qualifications.

Sec. 24-39. Issuance.

(a) The chief of police shall, upon consideration of the application, and after investigation thereof, approve or reject the application, based on the applicant's eligibility under section 24-38. Upon the approval of an application, the chief of police or his designee shall issue a driver's permit to the applicant which shall bear the name and photograph of the applicant, date of expiration of the permit and the name of the owner or Company for which the driver is authorized to operate a vehicle for hire subject to this article. Any such permit shall be valid only so long as the driver continues in the employment of such owner. Upon the changing of the driver's employment, the driver shall immediately give the Chief of Police or his designee notice, in person and the new employing owner shall complete a new affidavit of compliance form for said driver.

(b) Upon the termination of the driver's employment, the owner by whom the driver has been employed shall immediately give the chief of police written notice of the termination and the reasons therefor, and shall forthwith surrender the terminated employee's driver's "Endorsement of Owner for Driver form" relieving said owner of responsibility for said driver. The Chief of Police or his designee will make contact with said driver and a determination will be made if the permit will remain valid or invalid.

(c) Permits shall be issued only to the applicant and are not transferrable. Each permit shall expire on the December 31 next following issuance, regardless of the date of issuance.

Sec. 24-40. Revocation or suspension.

(a) A ~~taxicab, limousine or shuttle~~ driver's permit may be suspended by the Chief of Police for a period of not more than ten (10) days, or revoked by the Chief of Police for any of the following reasons and for other proper reasons:

- (1) Proof that the permittee is not of good moral character, as defined in section 24-38(b), has been convicted of a felony, or addicted to the use of narcotics or intoxicants;
- (2) Suspension or revocation of his state operator's or chauffeur's license;
- (3) Proof that the permittee has been convicted of three (3) or more misdemeanors within the preceding year;
- (4) Proof that the permittee is a poor or reckless driver;
- (5) Proof that information on the driver's permit application is false;
- (6) Failure to conspicuously display the driver's permit in the taxicab, limousine, or shuttle while the taxicab, limousine or shuttle is in operation; or
- (7) Violation of any of the provisions of this chapter.

(b) Notice of any such suspension or revocation shall be sent to the permittee and to his employer, together with the reason for the action taken, and suspension or revocation shall become effective immediately upon delivery of the notice. The permittee shall have the right to demand a public hearing before the city council upon such suspension or revocation. The person whose permit was revoked shall not operate a taxicab, limousine, tour bus or tram, within the city unless the city council shall vote at a public hearing to rescind the revocation or unless a new permit shall subsequently be issued to him. No refund of permit shall be given to a person whose driver's permit has been suspended or revoked.

Sec. 24-41. Working hours for drivers; log required.

It shall be unlawful for the operator of a taxicab, limousine, or shuttle, transportation network company vehicle, or driver in a designated driver operation within the City to operate any taxicab, limousine or shuttle, or both combination of vehicles for hire for more than twelve (12) hours within any twenty-four-hour period. Each operator of a taxicab, limousine, or shuttle, transportation network company vehicle, or person driving as part of a designated driver operation within the city shall at all times keep about his or her person a driver's log showing hours of operation and identifying the taxicab, limousine or shuttle operated for a period of at least four weeks prior to the present time. An online, digital or electronic log accessible from the vehicle, such as a log maintained by a smart phone app, meets the requirements of this paragraph.

Sec. 24-42. Property left in taxicabs, limousines or shuttles.

All drivers of taxicabs, limousines or shuttles shall promptly deliver to the police department all property left in their vehicles by passengers. When articles left in any such vehicles are delivered to the police department, the police officer on duty shall make an entry of the fact in a book provided for that purpose and shall keep all such articles until claimed by the owner, or disposed of pursuant to resolution of the city council.

Section 24-43. Receipts.

Drivers, including transportation network company drivers, must furnish receipts to passengers upon request. An online, digital or electronic receipt that is sent to the customer within 24 hours of the completion of the customer's trip meets the requirements of this paragraph.

Sec. 24-44. Failure to pay fare.

It shall be unlawful for any passenger, customer or patron using the service of a vehicle for hire to fail or refuse to pay the lawful charge or rate therefor upon request of the operator of such vehicles for hire after the use of such vehicle for hire. (Statutory reference: 817.52(2))

Sec. 24-45. Passengers to be received, discharged on sidewalk or at curb.

Drivers of vehicles for hire shall not receive or discharge passengers in the roadway but shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right hand side of the road and there receive or discharge passengers, except upon one-way streets, where passengers may be discharged at either the right-hand or left-hand sidewalk, or the extreme side of the roadway in the absence of a sidewalk.

Sec. 24-46. Destroying, defacing or altering.

It shall be unlawful for any person holding a driver's permit to willfully alter, deface, obliterate or destroy the same or to cause or permit it to be altered, defaced, obliterated or destroyed.

Sec. 24-47. Use of tobacco.

It shall be unlawful for the driver of any vehicle for hire operated within the City upon the public streets of the City to use any tobacco products while the vehicle is occupied by a passenger.

Sec. 24-47.5. Inapplicability to transportation network companies, transportation network company vehicles, and designated driver operations.

Unless expressly stated elsewhere in this Chapter, Divisions I and II of Article II shall not apply to transportation network companies, transportation network company vehicles, transportation network company drivers, and designated driver operations.

State law references: Municipal authority to regulate taxicabs, F.S. § 323.054.

DIVISION III – Transportation Network Companies

Sec. 24-48. Transportation Network Company License

It shall be unlawful for any Transportation Network Company to provide vehicle for hire service within the corporate limits of the City without obtaining an annual license issued by the Chief of Police. A company shall pay the annual license fee set by resolution of the City Council at the time of application for the license and thereafter each year. A company license is valid until 11:59 p.m. (CST) December 31 of the year of issuance regardless of the date of issuance and is non-transferable.

Sec. 24-49. Minimum Requirements for Approval – (a) In order to qualify for a transportation network company license an entity must meet the following requirements.

(1) use a digital network to connect passengers with transportation network company drivers ;

(2) provide to the passenger before the passenger enters the vehicle, through the transportation network company’s digital network or website, the transportation network company driver’s name, the transportation network company vehicle’s license plate number; and make and model of the transportation network company vehicle ;

(3) provide to the passenger, through the transportation network company’s digital network or website, the means to make a complaint about a transportation network company driver; and

(4) disclose to the passenger the fare or fare calculation method on the transportation network company’s digital network before the beginning of the prearranged ride. If the fare is not disclosed to the passenger before the beginning of the rearranged ride, the passenger must have the option to receive an estimated fare before beginning the prearranged ride.

(b) The Chief of Police shall issue a license to a transportation network company that meets the requirements of this article(c) whose minimum company standards have been reviewed and approved by the City Council and are not otherwise in conflict with any provision of this chapter. Approved network companies shall be approved by resolution of the City Council.

Sec. 24-49.5. Transportation Network Company Insurance.

(a) A transportation network company driver or transportation network company on the driver’s behalf shall maintain primary automobile insurance that recognizes that the driver is a transportation network company driver or otherwise uses a transportation network company vehicle to transport passengers for compensation and covers the driver;

(1) While the driver is logged on to the transportation network company’s digital network; or

- (2) While the driver is engaged in a prearranged ride.
- (b) The following automobile insurance requirements shall apply:
- (1) Primary automobile liability insurance in the amount of at least \$50,000 for death and bodily injury per person, \$100,000 for death and bodily injury per incident, and \$25,000 for property damage while a transportation network company driver is logged on to the transportation network company's digital network and is available to receive transportation requests but is not engaged in a prearranged ride.
- (2) Primary automobile liability insurance that provides at least \$1,000,000 for death, bodily injury and property damage while a transportation network company driver is engaged in a prearranged ride.
- (3) The coverage requirements of this subparagraph (b) may be satisfied by any of the following:
- (A) Automobile insurance maintained by the transportation network company driver;
- (B) Automobile insurance maintained by the transportation network company; or
- (C) Any combination of subparagraphs (A) and (B).

Sec. 24-51. Application for Approved Transportation Network Company License

(a) Application for the issuance or renewal of a transportation network company license shall be made in writing to the Chief of Police on a form provided by the Chief of Police and signed and sworn to by the owner or by its authorized agent. Each application for issuance or renewal of a transportation network company license shall include:

- (1) Proof of the insurance in full force and effect that the company provides its drivers with the insurance required by section 24-49.5;
- (2) Information on the third party provider(s) responsible for completion of driver background checks and vehicle inspections as required in section 24-52.
- (3) The transportation network company's entity name, business address, business email address and business telephone number; the date and state of formation; and proof of active status with the Florida Division of Corporations authorizing it to do business under the laws of the State of Florida.
- (4) The name, mailing, physical and email addresses and telephone number of a natural person(s) located within the State of Florida that the company has authorized to be its agent and a point of contact for the City with regards to:
- a. Filing applications and paying rates and charges on behalf of the company; and
- b. Receiving and accepting all legal process, correspondence and notices from the City pertaining to the company or transportation network drivers operating for the company.
- c. Providing emergency service to the VFH administrator and law enforcement in order to address problems and emergencies that arise concerning drivers and vehicles.
- (5) An illustration of the distinctive company signage that will be displayed on its vehicles for hire as required by section 24-53.
- (6) Such other information as may be reasonably required by the Chief of Police for purposes of administration and enforcement of this article.
- (7) Proof that the network company's online platform capabilities conform with the requirements of section 24-49.
- (b) If the applicant knowingly provides false statements of material facts or information

on the license application, the applicant will automatically be denied the company license and will be ineligible for a company license for a period of five years. If the company license has been issued prior to the discovery of the false statements or information, the company license shall be revoked and the company will be ineligible for a company license for a period of five years.

(c) As a condition of maintaining its company license, each company:

(1) Shall keep accurate records of the company vehicle for hire operations for a minimum of three years. Such records shall be submitted or made available for inspection or audit as required in section 24-59.

(2) Shall notify the Chief of Police in writing within 15 days of any change to the information provided in the license application.

(3) Shall not employ or contract with any driver who does not have a valid driver authorization issued by the company.

(4) Shall inform each driver of the driver's obligation to comply with this article.

(5) Shall on its website or digital network provide passengers with a phone number provided by the Chief of Police where the passenger may file a complaint regarding a potential criminal act or violation of this article.

(6) Shall immediately temporarily suspend the authorization of a transportation network company driver at the request of the Chief of Police. The Chief of Police shall only have the authority to request suspension if there is evidence that a driver poses a threat to the health, safety or welfare of the public. Upon suspension, the company shall investigate the driver and all records associated with the investigation shall be provided to the Chief of Police prior to the driver being re-authorized as a network driver. If the company re-instates the authorization of a driver, it shall demonstrate good cause for doing so.

(7) Shall comply with this chapter at all times the transportation network company provides vehicle for hire services within the City.

Sec. 25-51 - License, verification and issuance.

Upon receipt of an application for the issuance or renewal of an approved transportation network company license, the Chief of Police may verify all information provided in the application for compliance with all applicable provisions of this article. The City will issue a company license if the company has met the requirements set forth in this chapter and has paid the company license fee as set by resolution of the City Council.

Sec. 25-52. - Company issued driver authorization.

(a) Prior to operating a transportation network company vehicle within the City, each transportation network driver is required to obtain an annual driver authorization from the transportation network company. The transportation network company shall not issue a driver authorization, either initially or upon renewal, unless the company has verified that the driver and vehicle meet all of the requirements of this section. If the company issues a driver authorization and later determines the driver does not meet the requirements, the company shall immediately revoke the driver authorization and suspend the driver from operating a network vehicle for the company.

(1) Minimum Network Driver requirements:

a. The driver must meet possesses a valid Florida driver's license or a valid driver's license issued by another state, if the driver is not otherwise required to obtain a Florida driver's license;

b. The driver is at least 21 years old;

- c. The driver has a minimum of one year experience operating a motor vehicle;
- d. The driver possesses motor vehicle liability insurance as required by Florida law;
- e. The background check obtained by the company covers the preceding seven years and shows that:
 - 1. The driver has not been convicted, pled nolo contendere, nor had adjudication withheld for any violent or forcible felony or sexual battery in the last seven years.
 - 2. The driver has not been convicted, pled nolo contendere, or had adjudication withheld for a felony or misdemeanor in the last seven years for any crime involving the use or threat of use of force, prostitution, indecent exposure, stalking, prowling, or any sexually related criminal offense, or any felony offense involving the possession or sale of a controlled substance in the last seven years.
 - 3. The driver is not under any form of community control, probation or under any status as a sex offender in any state.
 - 4. The driver has not been convicted, pled nolo contendere, nor had adjudication withheld in the last seven years for any of the following offenses: leaving the scene of an accident, driving under the influence of an alcoholic beverage or drug, reckless or careless driving.
- f. The driving history check obtained by the company covers the preceding three years and shows that:
 - 1. The driver has not been convicted, pled nolo contendere, nor had adjudication withheld in the last three years for driving with a suspended license, or had more than three (3) moving violations.
 - 2. The driver has not been cited for more than three (3) moving violations or at-fault accidents within the last three (3) years.
- g. The driver self-certifies that he or she does not have a physical or mental disability that would prevent him/her from safely operating a network vehicle and performing the normal duties of a network vehicle driver.

(2) Minimum Network Vehicle Requirements:

- a. The vehicle must be inspected annually , which inspection, shall at a minimum, evaluate and confirm the working condition of the vehicle's brake system, lights, steering, suspension, tires, and seat belts and any other requirements of section 24-23 of this Chapter.
- b. The vehicle is free of major interior or exterior damage.
- c. The vehicle is a model year 2005 or newer

Sec. 24-53. Transportation Network Company Driver Display of Authorization.

- (a) Each transportation network company driver shall display, in the vehicle in a printed format readily visible to a person of average visual acuity sitting in the rear passenger seat or electronically on the transportation network company's digital network

visible to the passenger during a transportation network company vehicle ride, a photograph of the driver and the driver's first name, the license plate number of the transportation network company vehicle that the driver is authorized to operate, and the make and model of the vehicle. The driver shall present his or her authorization upon request to any customer or law enforcement officer.

(b) The driver shall maintain complete documentation of the current inspection in the transportation network vehicle at all times and shall provide a copy of such documentation to the Chief of Police or other law enforcement officer upon request.

(c) Each transportation network company vehicle shall display consistent and distinctive signage at all times while engaged in transportation network company vehicle for hire services. The distinctive signage shall be consistent with the current signage submitted by the company and sufficiently large and color contrasted so that it is readable during daylight hours at a distance of at least 50 feet; and reflective, illuminated or otherwise patently visible so as to be seen sufficiently at all times from a distance of at least 50 feet.

Sec. 24-54. - Operating regulations.

(a) In addition to all other applicable legal requirements, it shall be unlawful for any person:

(1) To operate a transportation network company vehicle without a valid company issued driver authorization;

(2) To operate, or cause to be operated, a transportation network company vehicle in any area where the operation of such vehicle is prohibited by an applicable law; or

(3) To operate, or cause to be operated, a transportation network company vehicle that does not meet the requirements of this chapter.

(b) A transportation network company driver shall at all times carry in the network proof of the insurance required by Florida law and this chapter, which proof may be electronic.

(c) Transportation network company drivers shall not provide false information to or refuse to obey or to comply with any lawful order or direction of the Chief of Police, law enforcement officer, or traffic-control officer.

(d) No transportation network company vehicle shall be parked on any public way for a time longer than is reasonably necessary to board passengers.

Sec. 24-56. - Enforcement, rules and regulations, complaints.

(a) The Chief of Police is authorized to enforce this chapter, and to adopt policies for the proper administration and enforcement of this chapter.

(b) The Chief of Police or other law enforcement officer has the authority to place a transportation network company vehicle out of service if it is deemed unsafe or hazardous, until the unsafe or hazardous condition has been corrected.

(c) In addition to all other powers and remedies provided by law, the Chief of Police or a law enforcement officer shall have the right to inspect the company records as necessary to investigate and resolve a complaint received or when the Chief of Police or the law enforcement officer has a reasonable suspicion of a violation of law or of this chapter. The company shall respond to requests for records pursuant to this section within 7 business days of receipt of the request.

(e) Not more frequently than annually, the Chief of Police or his designee shall have the right to audit a random sample of the records of the company operations including,

but not limited to, driver lists, driver background checks, and vehicle inspections, for purposes of verifying compliance with this chapter. Upon request by the Chief of Police or his designee, the company shall make records available for audit within 15 business days.

(f) The audits conducted by the Chief of Police or his designee shall take place at the company's local place of business or a mutually agreed upon location. The company shall provide records in an unredacted form. The City shall cooperate with the company to protect trade secrets as allowed by Florida law. Any information provided by a transportation network company to the Chief of Police or his designee shall be exempt from public disclosure.

Sec. 24-55.5. – Violations, Penalties, License revocation.

(a) Violations of the provisions of this chapter by a company or driver may be enforced by a suspension or revocation of any company license issued hereunder, by enforcement under Chapter 25 of City of Panama City Beach Code of Ordinances, or by any other legal remedy available. Each violation shall be deemed a separate and distinct offense and shall be penalized as a separate and distinct offense.

(b) The City may revoke the company license which grants the privilege of any company to conduct vehicle for hire services on any of the following grounds:

- (1) If the company fails to follow any requirements of this chapter;
- (2) If the original application or any other required documentation are found to contain any false statements of material fact; or
- (3) If the company fails to pay any fees or fines as specified in this chapter or by resolution of the City Council.

(c) A company license may be revoked for acts of a driver in violation of this section if the company fails to take the action requested by the City with respect to the driver violations, including and up to, the company revoking the driver's authorization issued by the company. In instances where a company had knowledge of a violation and took corrective action on its own or as requested by the City, the company shall maintain written documentation of such actions for a minimum period of one year from the date that the corrective action was taken.

(d) When revocation of a driver's authorization is requested by the City with good cause, the company shall immediately revoke the authorization of the requested driver. If a transportation network company reauthorizes a drive whose access to the digital network was previously revoked, the transportation network company shall provide evidence in support of the reauthorization..

(e) The procedure for revoking a company license is as follows:

(1) The Chief of Police shall provide written notice to the company by hand delivery or by sending the notice certified or registered mail at least 30 calendar days prior to the effective date of the revocation. The written notice shall contain notice that the company may contest the revocation by requesting a hearing as provided below. Service shall be mailed to or hand delivered to the person authorized by the company as its agent in its registration with the City.

(2) The company may file a written request for a hearing prior to the effective date of the revocation with the City Manager or his designee. Failure to timely request a hearing shall constitute a waiver by the company of any rights to a hearing. Upon request for a hearing, the revocation shall be stayed until final administrative action has been effected.

(3) The hearing will be a quasi-judicial proceeding before a hearing officer appointed pursuant to section 25-16 of this Code.

(4) All parties shall have an opportunity to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, and to be represented by counsel. Formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceeding. Any party desiring the hearing be recorded shall be responsible for arranging and paying the cost of a court reporter's attendance and services.

(5) If the hearing officer finds, by a preponderance of the evidence, that the company meets the requirements for license revocation, then the hearing officer shall uphold the decision to revoke the company's license and set the revocation date to begin 15 days from the date of the final administrative order, subject to a writ of certiorari being filed pursuant to paragraph (7) below.

(6) At the conclusion of the hearing, the hearing officer shall issue findings of fact based on evidence in the record and conclusions of law and shall issue an order, which shall be sent by regular U.S. mail to the person authorized by the company as its agent in its registration with the City.

(7) The final administrative order of the City is subject to certiorari review in a court of competent jurisdiction in Bay County, Florida by the timely filing of a petition. Filing of a petition in the court shall not operate as a stay of the revocation.

(f) Any company whose company license has been revoked shall not be eligible to obtain a company license until such revocation period has expired.

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. 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. 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 _____, 2017.

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**REGULAR AGENDA
ITEM 6**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION/LEGAL

2. MEETING DATE:

MARCH 9, 2017

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION OPPOSING THE REPEAL OF THE CITY'S 1% MERCHANT'S BUSINESS TAX AND THE REPEAL OF ITS HOME RULES POWERS.

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 Florida Legislature is considering House Bill 487 and Senate Bill 330 which would limit the amount of business tax collected by any city to \$25.00 per merchant taxpayer. The City of Panama City Beach operates effectively without imposing an ad valorem tax on businesses or residents. If the state had limited the merchant tax to the \$25 limit in FY2015-16, it would have resulted in a loss of \$12,283,156 or 40% of the City's annual budget based on the 1% business tax paid by merchants for that fiscal year. If these bills become law, the City must levy an ad valorem tax in order to operate effectively. The imposition of an ad valorem tax will distort existing business relationships and will be detrimental to the City, the merchants, and the residents.

The Florida Legislature is also considering House Bill 17 and Senate Bill 1158 which seek to repeal and reverse the home rule authority of every City and County including the City of Panama City Beach. Florida voters amended the Florida Constitution in 1968 which gave broad home rule powers to municipal government. The citizens of the City of Panama City Beach Charter passed by referendum in 1978 to consolidate their City's Charter and exercise the home rule powers granted by the Florida constitution to govern themselves and address the unique concerns of the beach community. The passage of this new legislation would negatively affect the ability of the City to narrowly and timely address local issues of public concern.

Attached is a Resolution confirming the City's opposition to 1) the proposed repeal of the City's 1% merchant's business tax and 2) to the proposed repeal of its home rule powers.

If approved, the executed Resolution will be forwarded to the state legislators who represent the people of the City, the Florida League of Cities, the City of Panama City, Bay County and to all others whom the City Manager may deem appropriate.

AGENDA ITEM # 6

RESOLUTION 17-66

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH OPPOSING THE REPEAL OF THE CITY'S 1% MERCHANT'S BUSINESS TAX AND THE REPEAL OF ITS HOME RULE POWERS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

Regarding The Attempt to Repeal the City's Unique,
1% Merchant Tax -

WHEREAS, the Florida Legislature is considering House and Senate bills which would limit the amount of business tax collected by any City to \$25.00 per taxpayer (House Bill 487 or HB 487 and Senate Bill 330 or SB 330); and

WHEREAS, every City in the state of Florida which imposes a business tax, except the Cities of Panama City Beach and Panama City, collect from merchants in the city an annual business tax in a fixed amount per merchant, regardless of the amount of business or sales the merchant conducts; and

WHEREAS, the Cities of Panama City Beach and Panama City collect from merchants a business tax measured by the amount of sales the business conducts, specifically, one-percent (1%); and

WHEREAS, in FY 2015-16 there were 3,150 merchant taxpayers in the City of Panama City Beach that paid an aggregate 1% business tax in the amount of \$12,361,906; and

WHEREAS, because of the 1% business tax on merchants, the City is able to operate effectively without imposing an ad valorem tax on any business or any resident; and

WHEREAS, if in FY 2015-16 the merchant tax were limited by the state to \$25 per merchant, the business tax collected by the City from merchants would have been \$78,750, a loss of \$12,283,156 or forty percent (40%) of the City's annual budget last year, and this year would be the same or worse; and

WHEREAS, all businesses in the City have relied upon the absence of an ad valorem tax in developing their business models, and in the contracts and

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leases they have entered; and

WHEREAS, City merchants in their business models rely upon the fact that if they do not "do the business" they don't "pay the tax," unlike an ad valorem tax; and

WHEREAS, the business tax structure used by the City has made the City sensitive and responsive to the needs of the local business community because without healthy businesses the City would not have sufficient revenues to meet the needs of its citizens; and

WHEREAS, under its current business and merchants' tax structure the City's economy has flourished; and

WHEREAS, if HB 487 and SB 330 become law, the City will be required to levy an ad valorem tax which will distort existing business relationships and, ironically, allow the City in the future to be less sensitive to the needs of its businesses to the detriment of its economy.

Regarding the Attempt to Repeal the City's Home
Rule Powers -

WHEREAS, cities in Florida are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

WHEREAS, in 1968, Florida voters amended the state constitution to confer broad "Home Rule" powers to municipal government, under Article VIII, Section 2(b); and

WHEREAS, HB 17 and SB 1158 contradicts the will of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in their state constitution; and

WHEREAS, HB 17 and SB 1158 undercut the intent of the citizens of the City of Panama City Beach who on May 2, 1978, by referendum voted to consolidate their City's Charter and exercise the broad Home Rule powers granted by the Florida Constitution to govern themselves and, thereby, effectively address the unique concerns of the beach community; and

WHEREAS, HB 17 and SB 1158 would impair municipal charter provisions

specifically adopted and approved by local voters to define their preferred form of self-government and safeguard issues of perennial importance to their communities; and

WHEREAS, the City's ability to timely act on local problems and opportunities will be limited by HB 17 and SB 1158 to a state Legislature that holds session only once a year, and whose ability to address local problems will be contingent on the relative effectiveness of its representative in the state Legislature; and

WHEREAS, under the plan of HB 17 and SB 1158, state legislators will find themselves spending increasing amounts of time arbitrating over local problems and legislating on local issues, and less time attending to pressing statewide needs; and

WHEREAS, the City Commission believes that opposition to HB 17 and SB 1158 is in the best interests of the residents and businesses of the City of Panama City Beach, other cities and counties in the State of Florida, and ultimately of the state itself; and

WHEREAS, the City would respectfully ask the state legislature to be mindful that regulations enacted by local governments have to be enforced by those same governments and, if excessive or burdensome, the peoples' local elected representatives are quickly made aware of those burdens and any unintended consequences; and

WHEREAS, should House Bill 17 become law, and not be overturned, the ability of the City Council to narrowly address local issues of public concern would be destroyed.

THEREFORE, BE IT RESOLVED by the people of the City of Panama City Beach, acting through their duly elected representatives, that the people of the City of Panama City Beach oppose the State of Florida's attempt to prohibit the merchant's business tax and the overbroad repeal of the City's constitutional home rule power to protect the health, safety and welfare of its citizens.

BE IT FURTHER RESOLVED, that the City Manager is directed to forward copies of this executed Resolution immediately to the state legislators who also represent the people of the City, the Florida League of Cities, the City of Panama City, Bay County, and to all others whom he may determine appropriate.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED UNANIMOUSLY in regular session this 9th day of March, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

By: _____
Josie Strange, Vice Mayor

By: _____
John Reichard, Council Member

By: _____
Phil Chester, Council Member

By: _____
Hector Solis, Council Member

ATTEST:

Diane Fowler, City Clerk

**REGULAR AGENDA
ITEM 7**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Paul Casto

2. MEETING DATE:

March 9, 2017

3. REQUESTED MOTION/ACTION:

Approve the replacement of one (1) 20-Ton Trane Condensing Unit for the Library in the amount of \$10,450.00.

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)

A solicitation for bids was publicly advertised and (4) four bidders responded with sealed bids by the required time and date. Bids were publicly opened on February 23, 2017 at 2 p.m. The apparent low bidder is Tarpon Dock A/C in the amount of \$10,450.00 for the condensing unit.

This solicitation for bids became necessary because of the age of the unit and a lightening strike that caused continual problems with the existing unit. This Condensing Unit will be compatible with the existing air handler system currently at the Library and will enable the air conditioning system to function, once again, at full capacity prior to the onset of summer. Future costs shown in the budget amendment but not purchased under this request will include:

Recent Cost to Reprogram Controller (Including Traveling Expenses for Programmer) = \$1,473.00
New Controller = \$4,885.00
New Mother Board for Aon Unit = \$6,000.00
Contingency = \$2,000.00

These remaining items will be purchased within the next 90 days. Therefore, we believe it would be prudent to do the budget amendment for the total cost of repairs. Staff recommends approval of the purchase of the Condensing Unit from Tarpon Dock A/C in the amount of \$10,450.00 and a budget amendment of \$25,000.00 to cover the unit and future expenses for repairs listed above.

RESOLUTION 17-65

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF ONE 20-TON TRANE CONDENSING UNIT FROM TARPON DOCK AIR CONDITIONING FOR PANAMA CITY BEACH LIBRARY IN THE BASIC AMOUNT OF \$10,450; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 the Tarpon Dock Air Conditioning relating to the purchase of one (1) 20-ton Trane condensing unit for the Panama City Beach Library, in the total amount of Ten Thousand Four Hundred Fifty Dollars (\$10,450), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit A and presented to the Council today, draft dated February 22, 2017, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment (# 23) 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 B, to reflect the receipt and expenditure 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 9th day of March, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-65
AGENDA ITEM # 7

BID PROPOSAL FORM

LIBRARY CONDENSING UNIT REPLACEMENT PROJECT

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 equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, 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, with a definite understanding that no additional money will be allowed for any and all additions. Payment in full will be made to the supplier within 30 days of completion of **LIBRARY CONDENSING UNIT REPLACEMENT PROJECT**. The Bidder further proposes and agrees to complete the **LIBRARY CONDENSING UNIT REPLACEMENT** by * 14 CALENDAR DAYS FROM TIME OF AWARD, 2017.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. Payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery. Strict adherence to design specifications is required.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided).

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

Addendum No. _____ Addendum No. _____

LUMP SUM BID PRICE:

Lump sum price for all material and labor for the **LIBRARY CONDENSING UNIT REPLACEMENT PROJECT** located at 12500 Hutchison Blvd, Panama City Beach, Florida in accordance with the contract specifications:

TOTAL LUMP SUM \$ 10,450.00

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

NOTE:

- 1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.

Exhibit A

AGENDA ITEM # 7

2. BIDS shall be the total compensation to be paid by OWNER for the specified equipment.
3. The OWNER reserves the right to reject any and all bids received.

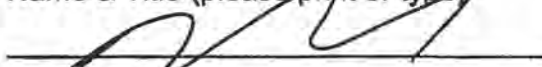
BIDDER'S CERTIFICATION

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

BIDDER:

BENJAMIN J. BUSBY, PRESIDENT

Name & Title (please print or type)



Signature

Jarow Dock Air Conditioning

Business Name

1721 E 11th Street

Address

Panama City, FL 32401

Business License # CAC051485

Phone Number

850-785-9508

Date:

2/22/17

**LIBRARY CONDENSING UNIT
REPLACEMENT PROJECT SPECIFICATIONS**

PART 1 -GENERAL SPECIFICATIONS

1.1 General:

Equipment

The existing air conditioning system located outside the Panama City Beach Library is a 20-Ton Trane Model #TTA240F30SBA Condensing Unit with Odyssey Air Handler Model #TWE240E300BA. **Replacement shall include the condensing unit only** and shall be of like kind or approved equal as the existing Trane/American Standard Condensing Unit. It is a requirement that this unit be compatible with the existing Air Handler. Model and location of the existing condensing unit is shown in the attached photos (Exhibit B).

Scope of Work

Existing Area

- o Procurement and installation of new equipment as listed above
- o Installation of new 20-Ton Trane/American Standard Condensing Unit per specifications.
- o Disconnect all electrical and piping from the existing unit.
- o Move existing unit out of the way and set the new condenser in place.
- o Reconnect all piping and electrical
- o Perform any wiring modifications and final hookup of new Condensing Unit.
- o Installation of correct refrigerant charge per manufacturer's specifications
- o Start and test equipment to insure it is working properly with the air handler.
- o Removal and disposal of existing equipment
- o General cleanup of work area upon completion of the installation
- o All equipment, labor, and basic materials necessary to complete project

Specifications

Standard Features to be included as part of the Condensing Unit;

- 1 - year Limited Parts Warranty
- 5 - year Limited Compressor Warranty
- 2 speed VFD
- Anti-Short Cycle Timer

Specifications continued:

- Micro Channel Condenser Core ✓
- Belt Drive Motors
- Colored and Numbered Wiring
- Compressor Discharge Temperature Limit (DTL) ✓
- Convertible Airflow
- Crankcase Heaters ✓
- Coating for Coils (Bronze Coat) ✓
- Electric Heaters
- Easy-Access Low Voltage Terminal Board (LTB)
- Filters
- Foil-Faced and Edge Captured Insulation
- Hail/Vandal Guards ✓
- High Pressure Control ✓
- High/Low Static Motor
- IAQ Dual Sloped and Removable Drain Pans
- Liquid Line Refrigerant Drier ✓
- Low Ambient Cooling to 50 degrees F on Electromechanical Models ✓
- Low Pressure Control ✓
- Low Voltage Terminal Board
- Low Voltage Circuit Protection ✓
- Phase Monitor/Reversal Protection ✓
- Quick Access Panels
- Scroll Compressors ✓
- Single Point Power
- Single Side Service
- Standardized Components
- Thermal Expansion Valve
- Froststat – Evaporator Defrost Control (EDC)
- Single zone variable air volume (SZVAV)

***Bronze coating of coils shall be applied prior to installation of unit.**

Project will be completed by: _____ February 1, 2017
WITH IN 14 CALENDAR DAYS OF AWARD

The City is tax exempt and a copy of the certificate of exemption is attached as Exhibit "A".

PANAMA CITY BEACH – “LIBRARY CONDENSING UNIT REPLACEMENT”

SECTION 00097

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND
SUBMITTED WITH THE BID

1. This sworn statement is submitted to City of Panama City Beach
by Benjamin S. Busby
For Tarpen Dock W/C
Whose business address is 1721 E. 11th St.
Panama City, FL 32401

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0881579
(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 287.133 (1)(a) , Florida Statutes, means:
- (a.) A predecessor or successor of a person convicted of a public entity crime, or
 - (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

Neither the person submitting this sworn statement nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By: [Signature]

Print name: Benjamin S. Busby

Its: PRESIDENT

Sworn to and subscribed before me this 22nd day of February, 20 17.

Personally known OR Produced identification

Notary Public- State of Florida

My commission expires 3/6/18

Dyan E. Grogan

[printed, typed or stamped
Commissioned Name of Notary Public]

[END OF SECTION 00097]



DYAN E. GROGAN
MY COMMISSION # FF9934E
EXPIRES MARCH 6, 2018

**LIBRARY CONDENSING UNIT REPLACEMENT
FEBRUARY 23, 2017 2:00 P.M.**

COMPANY NAME	ADDRESS	E-MAIL/FAX #	TOTAL
Tarpon Dock Air Conditioning	1721 E. 11th St. Panama City, Florida 32401	mail@TDAC.US	\$10,450.00
AAA Refrigeration	1737 Sherman Ave. Panama City, Fl. 32405		\$11,376.00
Ridge Heating & Air	1319 St. Andrews Blvd. Panama City, Fl. 32405	daveridgeac@knology.net	\$12,190.00
Peaden	618 W. Baldwin Road Panama City, Florida 32405	creed@peaden.com	\$12,425.00

AGENDA ITEM #

7

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

No. BA # 23

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-7100-571.46-50	Repairs and Maintenance Other	18,000.00	14,550.00	32,550.00
TO	001-7100-571.64-20	Machinery and Equipment	0.00	10,450.00	10,450.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	12,282,058.00	(25,000.00)	12,257,058.00
		Check Adjustment Totals:	12,300,058.00	0.00	12,300,058.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from reserves for new 20-ton condensing unit at the library and for anticipated repairs
to the controller and AON board

ROUTING FOR APPROVAL

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

Exhibit B AGENDA ITEM # 7