

Agenda Packet

PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: MAY 25, 2017
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- COUNCILMAN SOLIS
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE REGULAR MINUTES OF APRIL 27 AND MAY 11, 2017
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- VIII. CONSENT AGENDA
 1. **ORDER 01-CU-17 AND FINDING OF FACTS, SSPCB HOSPITALITY SPRINGHILL SUITES HEIGHT INCENTIVES.** *"After receiving testimony and reviewing the exhibits produced during the Quasi-Judicial Hearing on May 11, 2017, the City Council orders that the subject request to approve additional height incentives is hereby APPROVED WITH CONDITIONS, as more particularly stated in the body of the Order."*
 2. **RESOLUTION 17-92, MASTER SERVICES AGREEMENT MAJOR STORMWATER PROFESSIONAL ENGINEERING SVCS, DEWBERRY ENGINEERS, INC., AND TASK ORDER 2017-01, FOR CITY STORMWATER MASTER PLAN MODEL UPDATE.** *"A Resolution of the City of Panama City Beach, Florida, approving a Master Services Agreement with Dewberry Engineers, Inc., related to the Engineering Services for Major Stormwater projects; approving a Task Order in a lump sum amount of \$83,775 for Stormwater Master Plan Modeling Update."*
 3. **RESOLUTION 17-95, GRAND SLAM BASEBALL WORLD SERIES TOURNAMENT OPENING CEREMONY PARADES ROAD CLOSURES.** *"A Resolution of the City of Panama City Beach, Florida, authorizing temporary closures of portions of Pier Park Drive, West Pier Park Drive, L. C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way on the afternoons of June 18, June 25, July 3, and July 23, 2017 for the "The Grand Slam Baseball World Series Tournaments Opening Ceremony Parades".*
 4. **MEMORIAL DAY PROCLAMATION.** *A Proclamation honoring Monday, May 29, 2017 as Memorial Day in Panama City Beach, Florida, and directing that all flags be flown at half-staff until noon on this day.*
- IX. REGULAR AGENDA - DISCUSSION/ACTION

OFFICIAL	ITEM
1 MG	ORDINANCE 1415, PROHIBITING OVERNIGHT SCOOTER RENTALS, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION.

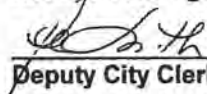
- 2 MG ORDINANCE 1416, AMORTIZATION OF SCOOTER RENTALS, 2ND READING, PUBLIC HEARING, AND ADOPTION.
- 3 MG ORDINANCE 1413, REGULATION OF MEDICAL MARIJUANA DISPENSARIES, 2ND READING, PUBLIC HEARING, AND ADOPTION.
- 4 PC RESOLUTION 17-94, GAYLE'S TRAILS EASEMENTS AND BUDGET AMENDMENT #38.
- 5 MG RESOLUTION 17-97, BUDGET AMENDMENT #35 FOR HIRING TWO PATROL OFFICERS.
- 6 MG RESOLUTION 17-98, BUDGET AMENDMENTS #36 AND #37 FOR RECEIPT OF TDC FUNDS, OVER-TIME SALARIES AND PURCHASES OF POLICE EQUIPMENT.
- 7 MT APPOINTMENT OF THE HALF CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE MEMBERS AUTHORIZED BY RESOLUTION 17-39.
- 8 MT PUBLIC COMMENTS. (Limited to Three Minutes).
- 9 AM ATTORNEY REPORT.
- 10 MG CITY MANAGER REPORT.
- 11 MT COUNCIL COMMENTS.
- 12 MT ADJOURN.

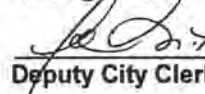
JOHN REICHARD X
 PHIL CHESTER X
 JOSIE STRANGE X
 HECTOR SOLIS X
 MIKE THOMAS X

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.

 5/19/17
 Deputy City Clerk Date

 5/19/17
 Deputy City Clerk Date

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

E-mailed and/or Faxed to following interested parties on: 5/22/17, 1 P.M.

NEWS MEDIA
 News Herald
 Bullet
 Channel 4
 Channel 7
 Channel 13
 Comcast

CONTACT
 John Henderson
 Editor
 Ryan Rodig
 Jeremy Pate
 Ken McVay
 Stefanie Bowden

**WOW
WKGC
WLTG
Clear Channel
Powell Broadcasting**

**Cil Schnitker
Emily Balazs
A. D. Whitehurst
Crystal Presley
Jeff Storey, GM**

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

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

CONSENT #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Legal

2. MEETING DATE:

05/25/2017

3. REQUESTED MOTION/ACTION:

Approve the Order for Springhill Suites.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

A public hearing was held on May 11, 2017 on the application by SSPCB Hospitality LLC to increase the height of the Springhill Suites condominium and was approved by the Council.
If Council determines the Order accurately reflects the findings of fact and conclusions of law made by the Council in that hearing, Council may adopt the Order as presented, or revise the Order as needed to accurately reflect those findings and conclusions.

CONSENT
AGENDA ITEM # 1

**CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH**

IN RE: REQUEST FOR HEIGHT INCREASE BASED ON INCENTIVES
Submitted by SSPCB Hospitality LLC
PARCEL NO. 34091-000-000
PROPERTY LOCATED AT 12513 FRONT BEACH ROAD
PANAMA CITY BEACH, FLORIDA

01-CU-17

ORDER

The **CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH**, being fully advised in the premises and having held a public, legislative hearing on this matter on May 11, 2017, hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Upon original application of SSPCB Hospitality LLC, the owner of 2.353 acres of real property located at 12513 Front Beach Road, requesting approval of a building height increase based on incentives pursuant to Section 4.02.02E and Table 7.02.03 of the City's Land Development Code, the City's Planning Board held a properly advertised public hearing to consider the request on April 10, 2017. At the conclusion of the hearing, the Board unanimously recommended approval of the request to permit a maximum building height of 156'-6" for the proposed development, which recommendation was incorporated into the Planning Board's Order dated April 21, 2017.
2. The City Council held a properly advertised public hearing on the request on May 11, 2017, which the Applicant did attend.
3. The Applicant's Architect presented drawings of a proposed condominium (the

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CONSENT
AGENDA ITEM # 1

“Development”) featuring five design modifications to implement various conditions and public benefits in order to demonstrate the proposed development’s eligibility for the height increases. The Applicant’s request indicated the Applicant was prepared to implement all five design modifications to gain the additional 6’-6” in building height for the Development.

CONCLUSIONS OF LAW

4. Pursuant to Sections 4.02.02E of the City’s Land Development Code, the City Council has jurisdiction to conduct a public hearing on this matter and determine whether the request should be granted.
5. The proposed height increase request complies with all procedural requirements of the City’s Land Development Code.
6. The public benefit to arise from the proposed design modifications outweighs the benefits of strict compliance with the City’s height design guidelines, because the proposed design modifications, singly and in the aggregate, will promote the public health, safety and welfare; achieve additional light, air and human scale in development; and improve the attractiveness of development for residents, tourists and investors.

7.

THEREFORE, IT IS ORDERED AND ADJUDGED that the request is hereby **APPROVED** and the maximum building height for the Development shall be increased from 150’ to 156’-6” based on and subject to the following conditions, more particularly:

- a. The Development’s skyline shall feature a recognizable top.
- b. The Development shall have a recognizable base consisting of multiple colors, spacing and materials.
- c. A side setback shall be increased by 20’ in width to create view windows, in which setback area of the construction of buildings shall be prohibited.
- d. A minimum of 50% of the parking spaces shall be placed under cover.
- e. 50% Florida Friendly Plants shall be used.
- f. Upon breach of one or more of the conditions set forth in this Order, the City shall notice the then current property owner of the violation and give a reasonable opportunity to cure the violation.

Thereafter, the City Manager may revoke this Height Increase Approval for violation of the condition imposed that materially eliminated the public benefit on which the height increase was based. This can be done at any point in time after expiration of the time to cure.

g. The height increase contemplated by this Order shall be deemed abandoned and of no further force and effect if not used and acted upon in a real and substantial way by the Applicant or the Applicant's successor in interest within one year of the date of this order.

Parties with standing have the right to appeal this decision by certiorari to the Fourteenth Judicial Circuit Court within thirty (30) days of the date of this Order.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this ____ day of _____, 201__.

MAYOR MIKE THOMAS

ATTEST:

DIANE FLOYD, CITY CLERK

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01-CU-17

CONSENT
AGENDA ITEM # /

CONSENT #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Paul Casto

2. MEETING DATE:

5/25/2017

3. REQUESTED MOTION/ACTION:

Approval of the master services agreement and also approval of the first task order which includes analysis and updates of the City's stormwater master plan model through a master services contract with Dewberry/ Preble-Rish Engineers, Inc. in the amount of \$83,775.00.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

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

The City hired CDM Smith to create the original stormwater masterplan in May 2007. The master services agreement with CDM was terminated November 8, 2016. Based on the resolution that was approved January 12, 2017, staff has negotiated a master services agreement with Dewberry/Preble-Rish as a consultant for Professional Stormwater Engineering Services. There has been significant development since then and we are in need of an updated model to serve as a planning tool on a modeling platform (ICPR) which is utilized by many consultant's and regulatory agencies including FEMA. The proposed effort will provide the ability for the City to accurately account for potential stormwater impacts from proposed developments within City limits and provide an accurate model to serve as a future capital improvements planning tool to address existing and future stormwater issues within the City.

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, Dewberry/Preble-Rish Engineering Inc. The proposed attached will provide services for project management, calibration reconnaissance and surveying, engineering services, quality control.

Staff recommends approval of this proposal in the amount of \$83,775.00 and has sufficient funds in this fiscal year stormwater budget for the design work to be completed.

CONSENT
AGENDA ITEM #

2

RESOLUTION 17-92

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC. RELATED TO THE ENGINEERING SERVICES FOR MAJOR STORMWATER PROJECTS; APPROVING A TASK ORDER IN A LUMP SUM AMOUNT OF \$83,775 FOR STORMWATER MASTER PLAN MODELING UPDATE.

BE IT RESOLVED that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Master Services Agreement between the City and Dewberry Engineers, Inc., relating to professional stormwater engineering services, draft dated May 16, 2017, in substantially the form and at the rates attached as Exhibit A to this Resolution and presented to the Council, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

AND BE IT FURTHER 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 No. 2017-01 to the Master Services Agreement between the City and Dewberry Engineers, Inc., relating to the City Stormwater Master Plan Modeling Update, for a lump sum amount of Eighty Three Thousand Seven Hundred Seventy Five Dollars (\$83,775), in substantially the form attached as Exhibit B 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 FLOYD, CITY CLERK

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND
DEWBERRY ENGINEERS, INC.
RELATING TO
PROFESSIONAL STORMWATER ENGINEERING SERVICES
(Major Analysis, Planning, Design & Constr.)**

THIS AGREEMENT is made and entered into this 16th day of MAY, 2017, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (ACity@) and **DEWBERRY ENGINEERS, INC.** (AEngineer@).

PREMISES

WHEREAS, the City desires to have Engineer assist the City with the City stormwater master- plan, including modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, preliminary design of major stormwater improvements.

Work will consist of professional engineering planning, modeling, preliminary design of regional stormwater projects and permitting on a wide variety of general and specialized stormwater projects where at least 70% of the estimated scope is included in the above thresholds and descriptions. Incidental stormwater engineering within the overall scope of the project is also included. This work will be for services including, but not limited to – a) modeling of the stormwater master plan to determine current adequacy of the system and future needs, b) engineering services related to FEMA floodplain mapping and compliance, c) evaluation of floodplain/wetland capacity and adverse effects to stormwater system of proposed projects within floodplain/wetlands, d) identify deficiencies and perform modeling and preliminary design of large scale basin drainage improvements for Citystaff or other consultants, e) NPDES/MS4 system evaluation and permitting and/or other regulatory related stormwater compliance assistance, f) assistance with grant/loan funding, and g) assistance with implementation of new or changed stormwater regulations. The projects shall meet the following criteria:

- a) Related to City construction projects for which construction costs do not exceed \$2,000,000, or
- b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$200,000, or
- c) Related to City stormwater facilities and improvements which are included in the Stormwater Departments then current Five (5) Year Capital Plan, or
- d) Related to sub-services e), f) and g) above.

(collectively the "Professional Services"); and

WHEREAS, the City intends this Agreement to be a cost-effective device for in-house engineering projects, and to augment City Staff in areas where specific expertise is not available, or in some cases where timely accomplishment of budgeted projects requires additional staff support; and

PCB / Dewberry
Major Stormwater Engineering MSA
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Exhibit A

CONSENT
AGENDA ITEM # 2

WHEREAS, the City desires to employ the Engineer for those purposes upon the terms and conditions in this Agreement, and the Engineer is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions;

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. The City retains the Engineer to diligently, competently and timely perform the "Professional Services" on an as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his designee or (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost.

B. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a Task Order). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

C. Engineer acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms to assist the City with general stormwater engineering services for localized construction projects and localized stormwater system upgrades located within drainage sub-basins, including design, permitting and administration of localized capital projects, and that any of those tasks will be outside the scope of this Agreement.

2. COMPENSATION AND PAYMENT:

A. Engineer's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition, with prior, written authorization by City, the Engineer shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Engineer shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be

maintained by the Engineer and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Engineer shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Engineer shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Engineer. The additional compensation shall be computed by the Engineer on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Engineer's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Engineer in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Engineer shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Engineer and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with stormwater engineering and construction. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Engineer an amount equal to or less than the amount that the City has unilaterally determined, Engineer shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Engineer shall pay the City's reasonable attorney's fees.

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

- 1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.
- 2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.
- 3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.
- 4) The Engineer shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.
- 5) Upon approval by the City of such reports, the City shall reimburse the

Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

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

E. At the end of each month during which a Task Order shall be outstanding, the Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

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

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

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

3. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

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

5. **CITY=S DESIGNATED REPRESENTATIVE:** It is understood and agreed that the City

PCB / Dewberry
Major Stormwater Engineering MSA
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CONSENT
AGENDA ITEM # 2

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

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Engineer.

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

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

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

7. **TERMINATION:**

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

B. This is a continuing Agreement with a public agency. Accordingly, City may terminate this Agreement at any time without cause upon written notice to Engineer. Should the City terminate this Agreement without cause, City shall pay Engineer for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Engineer.

8. **TERM:** Unless terminated sooner pursuant to the provisions of the ATERMINATION@ clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of

four (4) years, and the City shall have the unilateral option to extend the initial term for two, consecutive extended terms of two (2) years each by written notice delivered to the other party at any time before or within thirty (30) days after expiration of the prior term.

9. INDEMNIFICATION: The Engineer hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Engineer or any person employed or utilized by the Engineer in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes* (2016). The specific consideration given for the promises of the Engineer set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Engineer, receipt whereof is hereby acknowledged and the adequacy of which the Engineer accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

10. INSURANCE:

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

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

Coverage A - Worker=s Compensation - Statutory

Coverage B - Employer=s Liability -

\$1,000,000.00

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

a) Independent Contractor=s Liability;

b) Contractual Liability;

c) Personal Injury Liability.

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

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

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

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

11. NEGOTIATION DATA:

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

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

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

C. Contingency Fees: The Engineer warrants that he has no employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Engineer in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Engineer shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Engineer. The City shall not use the Engineer's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Engineer of its intended use, provides insurance protection for the Engineer for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Engineer.

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

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

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

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

B. The Engineer agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for delays or other damages as provided by law.

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

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

14. STANDARDS OF CONDUCT:

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

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

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Engineer shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin

in the performance of work under this Agreement.

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

17. INDEPENDENT CONTRACTOR: The Engineer is and shall remain an independent contractor and not an employee of the City.

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

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

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

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

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

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

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2013) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the city, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the City with a copy of the requested records.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, DFLOYD @PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 31413

SIGNATURES ON FOLLOWING PAGE

PCB / Dewberry
Major Stormwater Engineering MSA
Page 12 of 13 Pages

CONSENT
AGENDA ITEM # 2

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

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

By: _____
Mario Gisbert, City Manager

ATTEST:

Diane Floyd, City Clerk

DEWBERRY ENGINEERS, INC.

Sandra M. McClawhorn
WITNESS
PRINT NAME: Sandra M. McClawhorn

By: [Signature]
Clifford D. Wilson III, PE, Vice President

Susan Pitts
WITNESS
PRINT NAME: Susan Pitts

EXHIBIT A
Hourly Rate Schedule

of MSA

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$275.00
Architect I,II,III	\$85.00, \$95.00, \$110.00
Architect IV,V,VI	\$125.00, \$140.00, \$160.00
Architect VII,VIII,IX	\$180.00, \$195.00, \$210.00
Interior Designer I,II,III,IV	\$75.00, \$85.00, \$105.00, \$140.00
Engineer I,II,III	\$95.00, \$105.00, \$120.00
Engineer IV,V,VI	\$135.00, \$155.00, \$170.00
Engineer VII,VIII,IX	\$185.00, \$200.00, \$220.00
Other Professionals I, II, III	\$90.00, \$105.00, \$115.00
Other Professionals IV, V,VI	\$135.00, \$150.00, \$165.00
Other Professionals VII, VIII, IX	\$185.00, \$210.00, \$220.00
Technical	
Geographer/GIS I,II,III	\$85.00, \$95.00, \$105.00
Geographer/GIS IV,V,VI	\$115.00, \$130.00, \$150.00
Geographer/GIS VII,VIII,IX	\$175.00, \$195.00, \$210.00
Designer I,II,III	\$100.00, \$115.00, \$135.00
Designer IV,V,VI, VII	\$150.00, \$170.00, \$190.00, \$200.00
CADD Technician I,II,III,IV	\$70.00, \$85.00, \$95.00, \$110.00
Surveyor I,II,III	\$55.00, \$65.00, \$80.00
Surveyor IV,V,VI	\$95.00, \$105.00, \$120.00
Surveyor VII,VIII,IX	\$140.00, \$160.00, \$180.00
Other Technical I,II,III	\$60.00, \$80.00, \$100.00
Other Technical IV, V, VI	\$115.00, \$130.00, \$150.00
Construction	
Construction Professional I,II,III	\$120.00, \$135.00, \$150.00
Construction Professional IV,V,VI	\$175.00, \$195.00, \$210.00
Inspector I,II,III	\$80.00, \$95.00, \$105.00
Inspector IV,V,VI	\$125.00, \$135.00, \$150.00
Survey Field Crews	
Fully Equipped 1, 2, 3, 4 Person Crews	\$120.00, \$150.00, \$180.00, \$210.00
With Laser Scanner 1, 2 Person	\$170.00, \$200.00
Administration	
Admin Professional I,II,III,IV	\$65.00, \$85.00, \$95.00, \$110.00
Non-Labor Direct Costs	Cost + 15%

COMPANY CONFIDENTIAL AND PROPRIETARY



Revised 8/27/16 | Subject to Revision | Standard Hourly Billing Rate Schedule | Attachment A | 1

CONSENT
AGENDA ITEM #

2

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2017-01

DATE May __, 2017

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Dewberry/Preble-Rish, Inc. RELATING TO MAJOR ANALYSIS, PLANNING, DESIGN AND CONSTRUCTION PROFESSIONAL STORMWATER ENGINEERING SERVICES dated May 16 2017, (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 **Exhibit B Attachments, Scope of Services**, relating to the City Stormwater Master Plan Model Update.

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

- a stipulated sum of \$ \$83,775.00 ; 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 _____, 2017, and shall be completed within one calendar year. The date of completion of all work is therefore _____, 2017. Liquidated delay damages, if any, are set at the rate of \$0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

Dewberry/Preble-Rish, Inc.

By: _____ Date: _____
Its: _____

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: _____ Date: _____
City Manager

City Clerk

Exhibit B CONSENT
AGENDA ITEM # 2

**CITY OF PANAMA CITY BEACH
MASTER SERVICES AGREEMENT
Professional Stormwater Engineering Services
(Major Analysis, Planning, Design & Construction)**

TASK ORDER 2017-01

This Task Order is for the purpose of Dewberry Engineers, Inc. as the Engineer to provide professional services for the City Stormwater Master Plan Modeling Update project to the City of Panama City Beach (City) acting by and through its Council. Dewberry Engineers, Inc. understands that the City is requesting an updated stormwater model to serve as a planning and evaluation tool on a modeling platform (ICPR) generally utilized by the engineering community. The proposed effort will provide the ability for the City to accurately account for potential stormwater impacts from proposed developments within the City and provide an accurate model to serve as a future capital improvements planning tool to address existing and future stormwater issues within the City. Dewberry Engineer, Inc. has developed the following scope of services and associated fee schedule to meet the needs of this task order.

DESCRIPTION OF SCOPE OF SERVICES

PROJECT MANAGEMENT - \$4,985.00

A. Coordination & Technical Evaluation Process

1. In addition to the regular status updates to be provided to the City, significant coordination between the Dewberry Team and the City will be necessary due to:
 - a) Complexity of the conversion from XP-SWMM to ICPR v3. There are various technical aspects of the conversion where City input will be valued.
 - b) Number of XP-SWMM models to be converted to ICPR. Prioritization of the models and tie-ins between the models will need to be managed.
 - c) Due to existing LOMRs in the City that are based on XP-SWMM, we will work with the City to determine how best to reconcile these "effective" studies with the new ICPR models that will be produced.
2. Project Kick-off meeting preparation and attendance.

CALIBRATION RECONNAISSANCE AND SURVEYING - \$14,925.00

A. Calibration Reconnaissance

1. In concert with the GIS and modeling effort, the Dewberry team will track down available as-built surveys and/or site plans from the City, FDOT, NFWFMD, FEMA, and private entities.
2. Calibration will be performed by field-verification of existing conditions reflected in the modeling. These locations may include drainage basin divides, control structures, culverts, and channels.

B. Survey

1. After assessing our inventory and reconnaissance information, we expect there may be a need to capture additional surveys of hydraulic structures or channel cross sections. This will be a limited effort, but still necessary to ensure the modeling products reflect existing conditions.

ENGINEERING SERVICES - \$58,865.00

A. Data Inventory and Preparation

1. Review and harvest the XP-SWMM modeling (or other modeling) information from the following:
 - a) City Stormwater Management Master Plan
 - b) Alf Coleman LOMR modeling
 - c) Updated Glades modeling
 - d) North Glades Channel Improvement
 - e) Gulf Highlands
 - f) CRA Segments 1, 2, and 3
 - g) Loop Road Improvements
 - h) Nautilus Road/Colony Club Connection
 - i) Seagrass Village
 - j) Parkside Apartment Complex
 - k) Edgewater Crossings
 - l) Pelican Point
 - m) Ocean Reef Outfall Improvements
 - n) Calypso Outfall Improvements
 - o) Whisper Dunes Developments

- p) Provide plan and profiles for ditch improvements to the BPMB property limits
2. The modeling information will be retrieved, prioritized, and inventoried within a GIS framework. We will review the internal consistency between the provided modeling and provided GIS (or CAD) files.
3. We will develop a City-wide terrain feature and detailed Digital Elevation Model (DEM) for use in model development. We will update the terrain based on the available as-built topography.

B. GIS Updates

1. Starting from the raw GIS data that was generated from the harvest of the modeling information provided, we will validate the overall hydraulic network, and make improvements based on field reconnaissance and other existing data obtained during reconnaissance.
2. We will modify and improve upon the GIS drainage basins based on our reconnaissance.
3. The GIS (and eventual ICPR model) will include details in the Beach Commerce Park area of the City.
4. There are several aspects of the XP-SWMM modeling that will need to be scrutinized and regenerated since minimal information can be translated to ICPR for these elements. The major aspects include:
 - a) Infiltration parameters (NRCS CN method or Green-Ampt method).
 - b) Hydrograph generation (including selection of appropriate time of concentration and peak rate factor).
 - c) Control structures (XP-SWMM does not have a drop structure option as is available in ICPR).
 - d) Channels (XP-SWMM only allows a single cross section for each channel, however, ICPR allows the use of different cross sections in defining the ends of each channel).
 - e) Channels will need to include an accompanying exclusion polygon.
5. We will include additional overland weirs, as necessary.

C. ICPR Model Development

1. We will generate the database elements to be used to develop the equivalent ICPR model.
2. We will convert the GIS features and data into an ICPR model.
3. We will review the ICPR model for technical issues, including instabilities and "glass walls". We will include additional overland weirs based on our review.
4. We will develop appropriate boundary conditions to ensure the modeling results within the City are acceptable.
5. We will review, confirm, or modify the initial conditions used in the ICPR model to represent "average" seasonal conditions.
6. We will validate the model based on a known rainfall event and either surveyed high water mark, or qualitative accounts of the high water from that event. This can be an iterative process, so model parameters may be adjusted. The intent is not to limit the model to match a single storm event, but to allow the model to eventually provide reasonable results from a range of hypothetical storms.

D. ICPR Model Simulations and Results

1. We will simulate a range a hypothetical storm events. The critical storm has historically been of the 8-hour duration, however, 24-hour simulations will also be performed for completeness. We will coordinate with the City on the storms to be simulated prior to execution.
2. We will develop and simulate the ICPR model representing existing conditions first, and then a follow-up ICPR version will be developed and simulated which will include the proposed projects listed in Task A-1, above.
3. We will review the results, and develop raw floodplain mapping for 2 storm events for each of the ICPR models. We will clean and finalize 1 version of the mapping.

E. Documentation

1. Since the purpose of this task order is the conversion of the XP-SWMM modeling to ICPR (including the incorporation of known projects and improvements), a full Stormwater Management Master Plan Update documentation is not warranted, however, a technical memorandum will be developed to summarize our effort for future reference.

QUALITY CONTROL - \$5,000.00

A. Reviews

1. All GIS and ICPR deliverables will be reviewed by senior staff prior to submittal to the City. The deliverables will meet FEMA regulatory requirements as well as currently-accepted engineering and numerical modeling practice.

EXCLUSIONS

1. Potential stormwater designs.
2. Regulatory agency submittal(s), including application fees.
3. Capital Improvement Project Development.

FEE ESTIMATE

Professional Services Fees

A. Project Management	\$4,985.00
B. Reconnaissance and Surveying	\$14,925.00
C. Engineering Services	\$58,865.00
D. Quality Control	\$5,000.00

Total \$83,775.00

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

Dewberry Engineers, Inc.
203 Aberdeen Parkway
Panama City, Florida 32405

CITY OF PANAMA CITY BEACH, FLORIDA
110 S. Arnold Road
Panama City Beach, Florida 32413

By: 

By: _____

Name: Clifford D. Wilson III, PE.

Name: Mario Gisbert

Title: Vice President

Title: City Manager

Witnessed: 

Witnessed: _____

Date: 5/16/17

Date: _____

CONSENT #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
MAY 25, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-95 to close portions of roads in Pier Park on Sunday, June 18, Sunday, June 25, Monday, July 3 and Sunday, July 23, 2017 for the Grand Slam Tournament parades.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Grand Slam Baseball World Series Tournament Opening Ceremony Parades are scheduled to be held on the afternoons of June 18, June 25, July 3 and July 23, 2017.

The parades necessitate closure of portions of Pier Park Drive, West Pier Park Drive, L.C. Hilton Drive, Sea Monkey Way and Longboard Way within the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT
AGENDA ITEM #

[Handwritten signature]

RESOLUTION 17-95

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AUTHORIZING TEMPORARY CLOSURES OF PORTIONS OF PIER PARK DRIVE, WEST PIER PARK DRIVE, L.C. HILTON, JR. DRIVE, SEA MONKEY WAY, AND LONGBOARD WAY ON THE AFTERNOONS OF JUNE 18, JUNE 25, JULY 3, AND JULY 23, 2017, FOR THE "THE GRAND SLAM BASEBALL WORLD SERIES TOURNAMENT OPENING CEREMONY PARADES".

WHEREAS, Grand Slam Sports, the Simon Property Group and the TDC have teamed together to have four (4) Opening Ceremony parades for the Grand Slam Baseball World Series Tournaments; and

WHEREAS, the Grand Slam Baseball World Series Tournaments Opening Ceremony Parades are scheduled to be held on Sunday, June 18; Sunday, June 25; Monday, July 3; and Sunday, July 23, 2017; and

WHEREAS, the Parades necessitate careful traffic control and closure of certain sections of Pier Park Drive, West Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Panama City Beach that portions of Pier Park Drive, West Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way be temporarily closed during the hours of 2:00 P.M. and 6:00 P.M., on June 18, June 25, July 3, and July 23, 2017 and that all traffic shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Parades for the Grand Slam Baseball World Series Tournament.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 25th day of May, 2017.

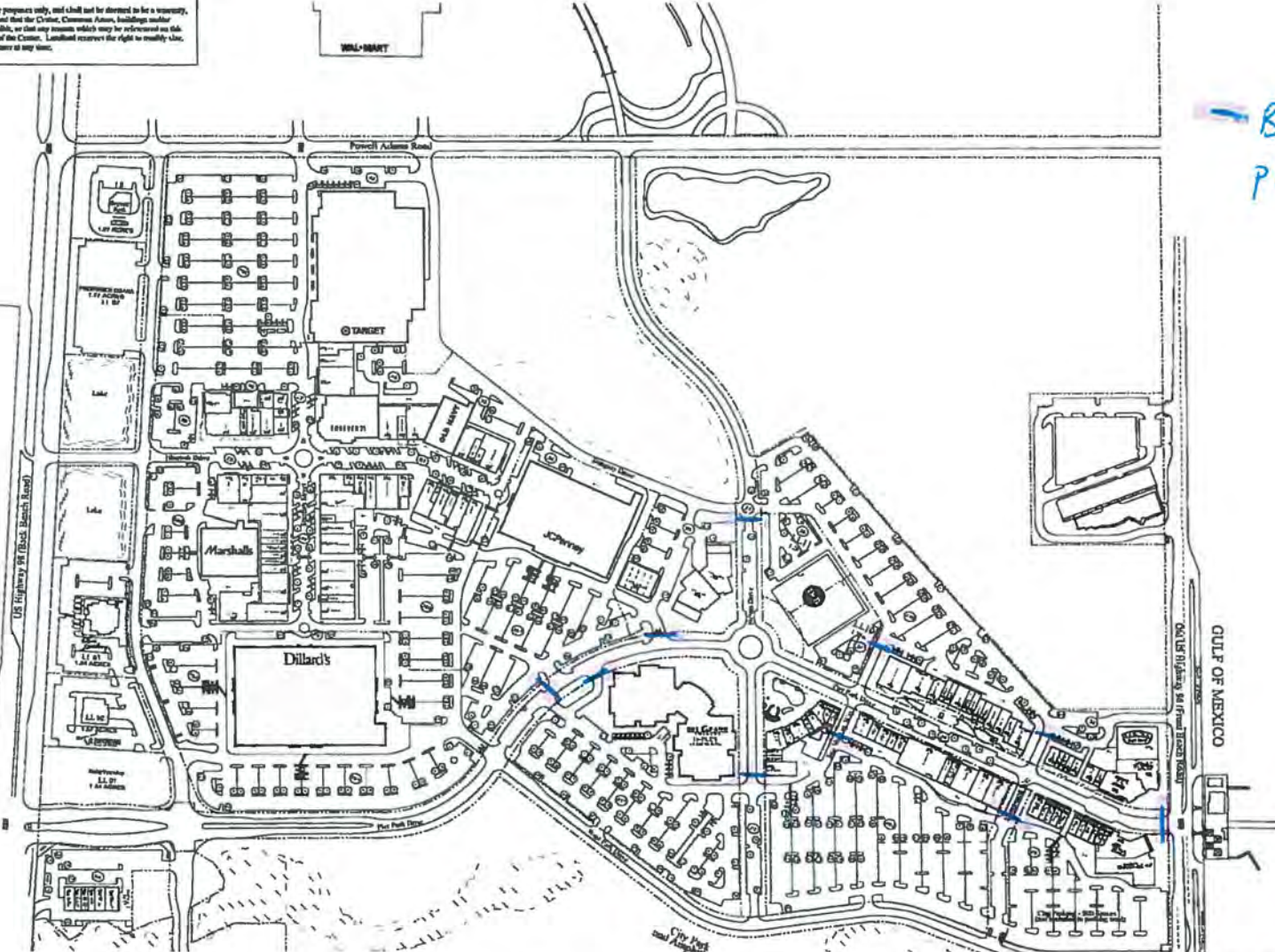
CITY OF PANAMA CITY BEACH

By: _____
Mayor Mike Thomas

ATTEST:

Diane Floyd, City Clerk

This exhibit is provided for illustrative purposes only, and shall not be deemed to be a warranty, representation or agreement by Landlord that the Owner, Common Areas, buildings and/or other areas will be as illustrated on this exhibit, or that any amounts which may be referenced on this exhibit will at any time be accurate as of the date of this exhibit. Landlord reserves the right to modify, amend and supplement the terms of this exhibit at any time.



Barricade placement

Project Data

TARGET	138,800
DILLARD'S	128,000
OLD NAVY	14,800
GRAND THEATRES	72,185
JCPENNEY	82,834
MARSHALL'S	79,000
FOREVER 21	22,205
DAVE & BUSTERS	40,000
Total Department Store GLA	821,834
Level BOARDWALK	158,587
Level PRIMARY	794,314
Level PROPOSED IN SHOPS	25,887
Level PROPOSED OUTLOT SHOPS	11,218
Total Small Shops GLA	485,787
Total GLA	1,307,621

Lease Plan
0 150 300 LP12-1

Pier Park
600 Pier Park Drive
Panama City Beach, FL 32413
CORP # 4784 **SIMON**

Modified: January 09, 2014

Jo Smith

From: Michael.Kerrigan@simon.com
Sent: Monday, May 15, 2017 1:16 PM
To: Jo Smith
Cc: CRegan@simon.com
Subject: Road Closure Request - GRAND SLAM BASEBALL PARADES
Attachments: Road Closure Map.pdf

Good afternoon Jo,

Attached you will find a map detailing the road closures that we are requesting to support the open ceremony parades for the Grand Slam Baseball Tournaments this June and July.

The dates and times are as follows:

June 18th - 2 p.m. - 6 p.m.
June 25th - 2 p.m. - 6 p.m.
July 3rd - 2 p.m. - 6 p.m.
July 23rd - 2 p.m. - 6 p.m.

The times above represent the maximum amount of time that these roads will be closed. If it is determined to be safe to open the road prior 6 p.m. for each of these events, we will do so.

We are requesting permission to use 8-foot "bike rack style" barricades to close the roads at this time. Pier Park will provide the barricades and the labor to put them in place. Pier Park Security Staff will be in place to activate the road closures and to monitor them during the parades.

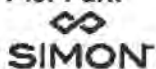
These parades feature youth baseball players walking through the mall while their families cheer from the side of the roads. A golf cart will lead the groups. No other vehicles will be present in the event area.

I appreciate your help. If there is anything else that you need on this matter, please let me know at your convenience.

Best Regards,

Michael Kerrigan
Director of Marketing and Business Development

Pier Park



600 Pier Park Drive, Suite 125
Panama City Beach, FL 32413 USA
T 850.236.9974 M 850.238.2790 F 850.236.0681
Michael.Kerrigan@simon.com

SIMON.COM

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CONSENT #4



~Proclamation~

A PROCLAMATION HONORING
MONDAY, MAY 29, 2017
AS
MEMORIAL DAY
IN PANAMA CITY BEACH, FLORIDA

WHEREAS, Memorial Day is the one day we set aside each year for a special observance of the sacrifices Americans have made throughout our history for the ideas of peace, freedom, and justice for all. It is fitting upon this occasion that we look forward with hope to the future and also back with remembrance to the commitment and bravery of precious generations of Americans; and

WHEREAS, this year, our service men and women continue to inspire and strengthen our nation, going above and beyond the call of duty as part of the greatest military the world has ever known; and

WHEREAS, millions of Floridians have worn the uniforms of the Armed Services of the United States during the past century with tens of thousands giving their lives while serving. Our debt to them can be paid by our commitment to preserving those ideals of peace, freedom, and justice but this commitment cannot be for ourselves alone; it must also be for our children and for the generations to come. These ideals are not things that were won for us two hundred years ago or forty years ago. They must be won again and again by each successive generation; and

WHEREAS, on Memorial Day, as throughout the year, we pray for the families of the fallen and show our respect for the contributions those service members made to the perpetuation of American freedom. Each of the fallen has left behind loved ones who carry the burden of grief, and all Americans are inspired by the strength of these families; now

THEREFORE, the City of Panama City Beach City Council calls upon all citizens of Panama City Beach to observe Monday, May 29, 2017 as

Memorial Day


and direct that all flags be flown at half-staff until noon on this day on all buildings and homes.



Mayor Mike Thomas



Councilman John Reichard
Ward 1



Councilman Phil Chester
Ward 2



Vice-Mayor Josie Strange
Ward 3



Councilman Hector Solis
Ward 4



CONSENT
AGENDA ITEM # 4

REGULAR #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
MAY 25, 2017

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1415 PROHIBITING THE OVERNIGHT RENTAL OF MOTOR SCOOTERS YEAR-ROUND.

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)

As approved by the Council on May 11, 2017 this Ordinance amends section 22-101 of the Code of Ordinances to prohibit overnight rental of motor scooters. The Ordinance prohibits a person from making a scooter available for rent overnight between 7pm and 7am. The Ordinance also prohibits operation of a renter scooter between 7pm and 7am. Violations of this Ordinance are punishable by civil penalty.

Following a public hearing, the Council may adopt one ordinance as presented or as may be amended following the public hearing, or continue the public hearing to a future date and time for final action.

ORDINANCE 1415

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCE RELATED TO MOTOR SCOOTERS; PROHIBITING THE OVERNIGHT RENTAL OF MOTOR SCOOTERS YEAR-ROUND; PROVIDING THAT OPERATION AFTER 7PM SHALL BE DEEMED A VIOLATION PUNISHABLE BY CIVIL PENALTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City Council has received numerous complaints regarding the operation of scooters over the years, which since the enactment of Ordinance 1351-L prohibiting overnight rentals in March, have increased demonstrably since April 1; and

WHEREAS, the City Police Chief has reported an increase in calls from private owners asking to trespass scooters from their property, and complaints from business owners regarding the movement of scooters through their properties in that same timeframe; and

WHEREAS, the City Council has observed the "recreational" use of scooters operating on sidewalks, weaving in and out of traffic, and the numerous traffic stops undertaken by law enforcement to address and curb such use which is in violation of state and local laws; and

WHEREAS, the City Police Chief has been informed that numerous City businesses no longer allow scooters to enter their property due to the lack of insurance coverage, history of property damage and other risks presented by rental scooter drivers; and

WHEREAS, the City Police Chief has stated scooter rentals at night present the biggest nuisance and impediment to his department's protection of the visitors and residents of this City; and

WHEREAS, during the period of March 1 through April 13, the City Police Department conducted 3,162 traffic stops while also attempting to protect the public and investigate other crimes committed in the City; and

WHEREAS, during the first 13 days of April, 2017, the City Police Department received 19 citizen complaints, and rental scooters after 5:00 p.m. were involved in 81 traffic stops and 18 motor vehicle accidents which resulted in 104 traffic citations; and

WHEREAS, City Police Officers receive numerous requests to remove rental scooters from private property or are forced to arrange for the towing of vehicles following traffic citations or motor vehicle accidents. During the first 13 days of April, 2017, seven

City Police Officers spent over an hour waiting on rental scooters to be towed which drains the City's resources and ability to protect the safety of the public; and

WHEREAS, the City Police Chief has observed that the March prohibition on overnight scooter rentals has been the most effective ordinance recently passed to curb threats to health, safety, and welfare during Spring Break; and

WHEREAS, the Council has received testimony from the Chief indicating that scooter operation is most in tension with local traffic in the evening when families get in their cars to go to dinner; and

WHEREAS, the Council finds that the operation of rented motor scooters is particularly dangerous at night during the peak tourist season because of the congestion and proclivities of the visitors and the extraordinary demands placed upon law enforcement prevent adequate policing of scooter operation at night, in addition to the typical fact that visitors who rent scooters and are unfamiliar with the area, and often are not skilled scooter drivers so that they become more easily confused and distracted in nighttime traffic with reduced visibility and the glare of artificial lights; and

WHEREAS, in addition, the cover of darkness coupled with the nighttime market for illegal substances and the ability of a limited number of skilled scooter drivers to nimbly maneuver scooters in traffic to evade law enforcement, combined, create an environment that is contrary to the City's goal of being a safe, drug-free and family-oriented tourist destination; and

WHEREAS, in light of these findings, the Council determines that the rental of motor scooters at night during peak tourist season should be prohibited in order to protect the health, safety and welfare of all citizens and visitors in the City after dark; and

WHEREAS, the City Council finds that the prohibition of scooters during the month of March was an effective measure to enable law enforcement to focus on other matters; and

WHEREAS, the Council finds and determines that an immediate prohibition on the operation of scooters after 7pm will enable the police department to focus on other law enforcement matters; and protect the health, safety and welfare of the City's residents and guests.

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 2-16 of the Code of Ordinances of the City of Panama City Beach, related to Council Meetings is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 22-101. - Overnight rentals and operation of rented motor scooters at night prohibited during college spring break.

~~As used here, college spring break means the period commencing March 1 at 12:01 a.m. and ending March 31 at 11:59 p.m. each year, unless that period is extended by resolution of the City Council adopted on or before the immediately preceding January 31st as authorized here.~~

(1) No person who makes a scooter available for rent shall make a scooter available for rent overnight, or rent a scooter overnight or between **7pm and 7am** ~~sunset and sunrise~~ each day, ~~during college spring break.~~

(2) **The operation of a** Any rented scooter **(which rented scooter is lawfully registered with the City pursuant to section 22-105** operated on the road at night (between **7pm and 7am** one half hour after sunset and one half hour before sunrise as estimated by the times listed in any local publication or government website) during college spring break shall be **considered a violation of this section by the owner of the motor scooter, punishable pursuant to the schedule set forth in Section 22-105.6,** ~~confiscated and impounded by the City. Possession of the impounded scooter shall be surrendered to the owner of the scooter, or to his, her or its authorized representative, no sooner than the next business day and only after payment of an impound fee and storage fee in such amounts as may be established by resolution of the City Council from time to time based upon the charges negotiated by the city with private parties for those services.~~

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____,
2017.

MAYOR

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

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

REGULAR #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
MAY 25, 2017

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1416 PROHIBITING THE USE OF LAND FOR MOTOR SCOOTER RENTALS AFTER SEPTEMBER 8, 2020.

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)

First reading of this ordinance was previously approved by the Council on May 11, 2017. This Ordinance amends the City's Land Development Code to prohibit motor scooter rental uses after September 8, 2020. The affected parties may continue the use of the property until that time in accordance with the existing Land Development Code to amortize its investment in the property. The Ordinance provides for an administrative petition of the amortization period by an affected party.

Following public hearing, the Council may adopt the ordinance as presented or amended, or may instead continue the public hearing to a future date for final consideration and action.

ORDINANCE 1416

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, PROHIBITING THE RENTAL OF MOTOR SCOOTERS; AMENDING THE CITY'S CODE OF ORDINANCES TO PROHIBIT THE RENTAL OF MOTOR SCOOTERS AFTER SEPTEMBER 8, 2020; AMENDING THE CITY'S LAND DEVELOPMENT CODE TO PROHIBIT THE USE OF LAND FOR MOTOR SCOOTER RENTALS AFTER SEPTEMBER 8, 2020, AND TO EXTINGUISH THE GRANDFATHERING OF MOTOR SCOOTER RENTALS AS NON-CONFORMING USES; PROVIDING A METHOD FOR AFFECTED PARTIES TO SEEK LIMITED RELIEF FROM THE USE PROHIBITION ESTABLISHED BY THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is a tourist destination frequented by tens of thousands at a time; and

WHEREAS, while drawn to the City by the beach, visitors look for other forms of amusement off the beach as well; and

WHEREAS, several decades ago rental scooter businesses began operating in the City and provided an entertaining means of touring the City; and

WHEREAS, over the years the rental of scooters has proven itself to be a popular form of amusement, as demonstrated by the increasing number of motor scooters registered with the City over the years; and

WHEREAS, as the popularity of rental scooters increased the behavior of scooter operators became noticeably dangerous as traffic violations were more common among rental scooter than other vehicles. This problem was amplified by the lack of training, supervision, and oversight practiced by the rental scooter businesses; and

WHEREAS, as this popularity increased it became clear that this amusement attracted visitors who were, on average, inexperienced youthful drivers who enjoyed "playing in the road" as a group. This dangerous activity has become a staple of the rented scooter experience so much so that the City believes it is engrained in the City's reputation.

WHEREAS, irresponsible driving behavior by scooter renters has become so

Ordinance 1416

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common that it frequently affects visitors and residents who are all-to-often forced to modify their own behavior or routes of travel to compensate for this irresponsible behavior, or else fall victim to a motor vehicle accident involving a renter scooter; and

WHEREAS, because neither safety equipment nor insurance are required under state law for motor scooters, parties to a motor vehicle accident involving a motor scooter (especially a rented motor scooter) are at risk of greater damages than in a conventional motor vehicle accident as the scooter driver is entirely unprotected (physically and fiscally) from the effects of the collision and the other party is left without adequate compensation for the losses sustained; and

WHEREAS, the City's efforts to regulate rental scooter businesses to improve the behavior of the industry and its customers have been long and varied, and reflect the longstanding tension between the associated dangers observed by the City arising from the rental of scooter and the popularity of rented scooters with tourists, to wit:

- in 1993, the City adopted Ordinance 416, requiring rented scooters to be registered to regulate a variety of issues created by the industry; and
- in 1994, the City passed Ordinance 450-E to protect consumers by regulating the deposits charged for scooter rentals and requiring that safety equipment be available at no charge; and
- in 1995, the City passed Ordinance 450 in response to the increasing number of accidents, injuries, and property damage resulting from rented scooters. The findings of the City in Ordinance 450 are incorporated herein by reference; and
- In 1997, the City passed Ordinance 518 in reaction to an overwhelming number of visitor complaints of excessive security deposit claims for alleged damaged. The City, concerned over the damage to its reputation as a tourist destination, placed limits on security deposits to curb further abuse and excessive claims; and
- In 2002, the City passed Ordinance 747 declaring motor scooter rentals a conditional use and placing additional conditions on motor scooter rental businesses to prevent disturbances of residential neighborhoods; and
- In 2013 the City passed Ordinances 1236 and 1267 which again attempted to address the constant stream of complaints over customer deposit abuses by the motor scooter rental industry. The City also passed Ordinance 1256 requiring inspections of rental scooters to protect against unsafe scooters being rented to unwitting customers. The findings of the City in Ordinance 1236 are incorporated herein by reference; and
- In 2014 the Council adopted several ordinances (1310, 1312 and 1315) to address the exploding number of scooter rentals and dangerous conditions that explosion presented to the visitors and residents¹.

¹ In 2015, City Police initiated 887 traffic stops involving motor scooters, issued 545 traffic citations to rental motor scooter operators, and investigated 124 motor vehicle accidents involving rental motor

Draft dated 5.19.17

- In 2015, finding that the number of rental scooters more than doubled in between 2007 and 2015, the City adopted Ordinance 1337 which required rental scooters businesses carry liability insurance and that operators wear safety vests. The City's findings in Ordinance 1337 are incorporated herein; and
- In 2015, the City adopted Ordinance 1351-L, to address these long-standing issues by requiring a reduction in motor scooter inventory over three years and re-zoned motor scooter rental businesses as a non-conforming use under the City's Land Development Code. The City's findings at that time reflected the Council's desire to prevent phasing out motor scooter rental businesses entirely. The City's findings in Ordinance 1351-L are adopted herein by reference.

WHEREAS, the City noticed a dramatic reduction in dangerous driving by renters upon the enforcement of Ordinance 1337, but this reduction was short lived following a finding by the First District Court of Appeal that the City was preempted by state law from regulating such requirements; and

WHEREAS, the effect of the First DCA's Order is to substantially limit the City's ability to specifically address the problems presented by motor scooter rental businesses within the City limits; and

WHEREAS, although the present inventory of registered scooters rented in the City have been reduced to approximately 1000, the industry reports that during the period of April 1 through April 12, over 14,000 rentals occurred. This indicates that scooter rentals average over 1000 per day; and

WHEREAS, during that same period, Panama City Beach Police made 142 traffic stops involving scooter, issued 182 traffic citations, were involved in 18 motor vehicle accidents. For 2017 through May 3, 2017, rental motor scooters were involved in 606 traffic stops, issued 387 citations, and involved in 86 motor vehicle accidents; and

WHEREAS, the number of scooter rentals per day and the typical driving behavior of rental operators create an impracticable strain upon City resources and siphons those valuable resources from other important police work; and

WHEREAS, the City is only 8 miles long and 1 mile wide, and the streets have become dangerously congested with rented motor scooters which cannot be adequately policed; and

WHEREAS, the limits of the City's infrastructure capacity, resources to police dangerous behavior combined with the sheer volume of irresponsible drivers attracted to

scooters.

Ordinance 1416
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AGENDA ITEM # 2

motor scooter rental businesses has materially impacted the tourist and resident experience alike; and

WHEREAS, the City has attempted everything within its home rule authority to improve or remove the danger and nuisance posed by this industry without success. The City's unsuccessful attempts have left no legislative alternative within its authority; and

WHEREAS, despite the popularity of the rented two and three wheeled amusement, the Council finds that a prohibition is in the best interests of the City, is of great public need, and is the most reasonable measure left available to the Council to protect the health, safety and welfare of the community and the reputation of the City as a safe and comfortable tourist destination and the benefit to the public outweighs the loss to the affected parties; and

WHEREAS, City possesses home rule powers to legislate on any matter not inconsistent with general law or special law, and is specifically authorized to create and implement a plan of zoning uses, and to amend the list of uses that are permitted or prohibited; and

WHEREAS, Florida has long recognized the power of municipalities to amortize nonconforming uses as a valid use of the City's police powers; and

WHEREAS, the City determined that the average rate for a full day scooter rental rate is \$50.00. The City has determined that the average cost of a new scooter for use in the industry is approximately \$1,200.00. Based upon this average rate, as supported by City staff's testimony, an average scooter would need to be rented for 25 full days for the full investment cost to be recouped; and

WHEREAS, based upon public comments by a longtime motor scooter rental business owner that the industry averages over 1,000 rentals per day, a three year period appears reasonable and wholly adequate for the industry to realize any investment not yet recouped in its motor scooter inventory and other related property; and

WHEREAS, on April 13, 2017, the Council preliminarily determined that the rental of motor scooters should be phased out in the City altogether over a three year period, in order that the businesses who rent scooters could achieve their investment expectations in the current inventory of scooters; and

WHEREAS, the Council has considered the time necessary to allow motor scooter rental businesses to recoup the unrealized investments in their current property and wishes to provide each affected party sufficient time to recoup those investments; and

WHEREAS, based upon the information available to it, the number of scooters registered with the City, the industry's testimony regarding the amount of scooter rentals

Draft dated 5.19.17

per day and the average price of scooter rentals, the Council finds that an amortization period ending on September 8, 2020, will allow each business three tourist seasons in which it will be able to recoup those investments made prior to April 13, 2017; and

WHEREAS, the Council finds a majority of the businesses currently renting motor scooters also make available for rent 4-wheeled, low speed street vehicles, such that a prohibition on the rental of two and three wheeled motor scooters would not be devastating over a three year period during which the businesses could phase out the inventory of the motor scooters while keeping their inventory of 4-wheeled, low speed street vehicles; and

WHEREAS, the prohibition of the rental of motor scooters does not eliminate any mode of transportation because the operation of owner operated motor scooters (not rented for short periods of time and essentially as an amusement) are not affected; and

WHEREAS, Council finds that a phase out over three years will allow a grace period during which persons who currently rent motor scooters may continue to do so; and

WHEREAS, recognizing that scooter rental businesses have a greater potential detriment than other uses, the City has long designated motor scooter rental businesses as a conditional use, and now finds that the irresponsible operation of motor scooters which is enabled by their rental in the City has an adverse effect on existing traffic patterns and materially increases congestion in the public streets, which will only be exacerbated if the use is not ultimately prohibited; and

WHEREAS, the City recognizes that each scooter business is unique in its investment, inventory, revenue, and other property invested in its business. To prevent any business from being unable to recoup its investment, the City has provided a fair and reasonable process by which the businesses may prove that it will be unable to recoup its investment by September 8, 2020; and

WHEREAS, the City petition process allows for either an extension of time for continued operation to prevent any taking of property without adequate opportunity to recover the unrealized investment in that property; and

WHEREAS, the City is authorized to establish and amend the actual list of permitted or prohibited uses within a zoning category, and finds it necessary and appropriate to prohibit scooter rentals; and

WHEREAS, the City Council finds and determines that prohibiting the rental of scooters within the City will eliminate the dangerous traffic conditions created by this use; and

Draft dated 5.19.17

WHEREAS, City Manager is authorized to prohibit or regulate the use of heavily travelled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic pursuant to Section 19-50(a) (13) of the City's Code of Ordinances and Section 316,008(1)(h), Florida Statutes (2015), which action is subject to review by the City Council.

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

SECTION 1. The forgoing recitals are correct and express the legislative intent of the people of the City of Panama City Beach. In summation, the City Council finds that the rental of motor scooters in the City creates a continuing nuisance, that repeated attempts to diminish the irresponsible operation of rented motor scooters have been either expressly overruled or practically overcome by the sheer volume of rented motor scooters operated in the City, that even a reduction in the number of rented motor scooters has not substantially diminished the risk to the public traveling on the city's streets, that by the rental companies' own admissions they cannot control what the operators of rented motor scooters do and the City has been unable to abate this nuisance within its home rule authority, and therefore intends to prohibit such rentals entirely after September 8, 2020, unless any current business is able to establish by a preponderance of the evidence that it will be unable to amortize its investment within that time in which case it may be granted relief under this Ordinance.

SECTION 2. From and after the effective date of this ordinance, Article VI, of Chapter 22 of the Code of Ordinances of the City of Panama City Beach, related to Vehicle Rentals is amended to read as follows (omitted text ~~stricken~~; new text underlined):

Chapter 22 TRAFFIC AND MOTOR VEHICLES

Ordinance 1416
Page 6 of 16

AGENDA ITEM # 2

ARTICLE VI. VEHICLE RENTALS

...
Sec. 22-105.1 - Registration and inspection.

(a) Each amusement vehicle rented, leased or hired within the City shall be inspected and registered annually with the Chief of Police at the offices of the Police Department at such times as shall be specified by the Chief. The annual application for registration of each vehicle shall include:

- (1) The name, residence and mailing address of the owner, and
- (2) The name, location and mailing address of the rental, etc. business, and
- (3) The location of the business where the amusement vehicle will be offered for rental, and
- (4) A description of each type of vehicle to be rented by the business, including make, model and manufacturer, engine displacement, maximum brake horsepower, maximum seat height from ground, and whether equipped with pedals to permit propulsion by human power, and
- (5) The approximate number of vehicles of each type to be rented by the business, subject to a continuing obligation to promptly advise the Chief of Police of any material change in such number, and
- (6) A description of each type of protective headgear and eye protective device to be used, including manufacturer, make model and serial number, if any, and the approximate number of each type, and
- (7) Evidence satisfactory to the City of any financial responsibility required by law.

(b) Each application shall be accompanied by a registration fee in the amount of fifty dollars (\$50), plus one dollar (\$1) for each decal or medallion furnished, to defray the cost of enforcing the regulations contained in this Article.

(c) Each registration shall expire on December 31 next following issuance, regardless of the date of issuance. However, any medallion issued for a low speed vehicle which is not timely renewed by December 31 for the following calendar year shall be void and of no further use or effect.

(d) Each vehicle to be rented pursuant to this Article shall be inspected by the Chief of Police or his designee to confirm that the vehicle meets all applicable local, state, and federal safety standards, including but not limited to, confirming that the throttle, brakes, lights, blinkers and horn are in apparent working order, that the vehicle has a current tag and does not appear to leak fuel.

(e) If all conditions in the application and inspection are met, the Chief of Police or his designee shall supply and place upon each vehicle to be rented a decal or medallion, or both, in form and content specified by the Chief of Police or his designee, to identify the vehicle as a rental vehicle associated with the business renting the vehicle.

(f) Within 30 days after the amusement vehicle registration period closes, the Chief of Police shall submit to the City Council the current inventory of each type of amusement vehicle registered for rental in the City and recommend whether further regulation is necessary.

(g) A motor scooter may not be registered with the City under this section unless the scooter was registered prior to April 13, 2017, or the owner of such motor scooter has provided prior to June 1, 2017, clear and convincing evidence of having entered a legally binding agreement to

purchase the scooter and paid all or a portion of the purchase price of the scooter on or before April 13, 2017, and is unable to cancel the agreement and receive a return of the payment made, less a reasonable refund fee.

Sec. 22-105.2. Prohibition and attrition of the rental of motor scooters.

(1) On and after September 9, 2020, the act of offering to rent a motor scooter, or renting a motor scooter, within the City is prohibited.

(2) No motor scooter registered with the city as a rental shall be rented when it becomes unsafe, unfit or illegal for further use without repair or modification.

(3) It shall be unlawful and punishable as provided by law for any person to rent, or instruct or permit another to rent, a motor scooter in violation of of this section.

SECTION 3. After conducting multiple public hearings and having personal knowledge of the affected uses, in particular: (1) The cost of new motor scooters; (2) The historical record of the motor scooter businesses annually replacing their inventory with new scooters; (3) The residual value of used scooters annually sold by the local motor scooter rental businesses; (4) The history of motor scooter businesses operating at the capacity of their rental scooter inventory; (5) The average price of scooter rentals; (6) The ability for scooter to be rented multiple times per day; (7) The availability to continue to operate in the short-term vehicle rental marketplace; and (8) The location of each use and the variety of alternative uses readily available at each location; the City Council hereby finds and determines that a period commencing upon the announcement on April 13, 2017, of its intention to prohibit the rental of motor scooters and ending on September 8, 2020, exceeds and is a reasonable period to permit persons engaged in the business of motor scooter rentals to recover their investment.

From and after the effective date of this Ordinance, Motor Scooter Rental Uses may continue as non-conforming uses until September 8, 2020. The following sections of the City's Land Development Code are hereby amended as follows to prohibit the

operation of existing scooter rental businesses as a non-conforming use after September 8, 2020 (omitted text ~~stricken~~; new text underlined; bold text not underlined is existing, current law):

1.07.02 Definitions

Amusement – A **Use, Building** or device intended or used primarily to entertain or amuse persons by means of physical or mechanical activity. Examples include, but not limited to, carnival type concessions; rides such as roller coasters, go-cart rides, giant slides, bumper cars, helicopter rides or acceleration and bungee rides; arcades with game machines; rentals of personal watercraft, sailboats, sailboards or water cycles; miniature golf courses; and parasail, kite or watershed rides. The term "**Amusement**" does not include rental of ~~mopeds, motor scooters or~~ motorcycles.

Motor Scooter or Scooter – a motorcycle or two or three or four wheeled vehicle powered by a motor with a displacement of fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such motorcycle at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in FS 316.03(77) (2015), and any other two or three wheeled, self-propelled vehicle for which state law does not require proof of financial responsibility (see FS Chapter 324 (2015)).
(Ord. #1351, 11/12/15)

Motor Scooter Rental or Scooter Rental – the provision, rental, or hire, or delivery of a **Motor Scooter** for any valuable consideration or the solicitation of that service or good.
(Ord. #1351, 11/12/15)

...

5.06.12 Motorcycle Rentals and Deliveries

Motorcycle rentals and delivery may be allowed in the CH zoning district subject to conditional use approval and compliance with the following conditions. These **Uses** are not allowable in the area lying south of a continuation of the centerline of Front Beach Road (Scenic Highway 98) through South Thomas Drive and Thomas Drive.

(Ord. #1254, 11/14/13; Ord. #1351, 11/12/15)

- A. The **Use** must be located no greater than five hundred (500) feet from Front Beach Road, Thomas Drive or South Thomas Drive.
- B. The **Use** must be located no closer than one thousand five hundred (1,500) feet to a **Single Family** zoning district (R-1A, R-1B, R-1C, R-1CT and R-0) or a limited **Multi-family** zoning district (R-TH and R-2).
- C. On-site repair and maintenance activities are limited to equipment rented on site.
- D. A minimum area of fifty (50) feet in width and eighty (80) feet in length shall be provided for training and practicing. Such area shall not be dedicated or used for any other purpose.
- E. As part of the application, the applicant shall submit information and plans in sufficient detail to show the specific number of motorcycles to be associated with the property, as well as the specific location where the motorcycles will be displayed, rented and stored on the property. If approved, the applicant shall submit to the Building and Planning Department the identification number of each ~~moped, motor scooter and~~ motorcycle available for rent prior to commencement of business operations. Such total number of motorcycles shall not exceed that approved by the Planning Board.

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

F. The area dedicated to repair and maintenance shall be enclosed with a **Solid Faced** masonry or wooden wall or fence not less than six (6) feet and not more than eight (8) feet in height. The decorative side of the fence shall face outward.

G. One medium or large tree shall be required for every twenty (20) feet of side and rear property boundary. Any medium or large tree required by this section shall not be counted toward any landscaping otherwise required by this Code.

...

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.

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.

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.

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**.
- **Motor Scooter Rental Uses shall be discontinued after an amortization period of three years ending on September 8, 2020. If the Use is not discontinued within ten (10) days of the end of the amortization period, the owner shall be subject to a fine of not more than \$500.00 per day and be declared a public nuisance and abated under section 1.04.07(B) of this Land Development Code.**

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. **All Scooter medallions must be returned to the City on or before September 8, 2020.**

SECTION 4. PETITION FOR EXTRAORDINARY EXTENSION OF

AMORTIZATION PERIOD FOR DISCONTINUATION OF MOTOR SCOOTER

RENTALS. Any person whose legally protected economic interests are adversely affected by the discontinuance of motor scooter rental uses mandated by this law and who believes that the amortization period specified in section 9.02.01(D) of the City Land Development Code is inadequate to recover their investment shall be entitled to petition the City for an extraordinary extension of time as provided in this section. The petitioner may be represented by an attorney at law licensed to practice law in the state of Florida.

(a) Time of Petition - The petition must be filed with the City Clerk on or before the close of business on or before November 21, 2017.

(b) Contents of Petition – The petition must state:

1. Identification: The petitioner's name, mailing address, e-mail address, if any, and telephone number of the party making the request and the name, address, and telephone number of the party's counsel if the party is represented by counsel;

2. Standing: A detailed description of the petitioner's legally protected interest adversely affected by the mandated discontinuance of motor scooter rentals;

3. Requested Extension: The length of the extraordinary extension demanded;

4. A statement of the specific facts and grounds for relief petitioner contends warrant the extraordinary extension demanded. The specific grounds for relief under this section, the specific relief sought including the exact amount of time

requested;

5. All documents, including a list of all witnesses, or other evidence in support of the petition;

5. Any other matters petitioner deems relevant.

(c) Grounds for Extension: In considering whether to grant all or any portion of the extension demanded, the City shall examine:

1. Whether the petition is complete;
2. Whether the petitioner has standing;
3. Whether the petitioner has demonstrated by a preponderance of the evidence circumstances unique to the petitioner which prevent the petitioner from recouping its investment in the property affected by the discontinuance within the amortization period;
 - a. The amount of the petitioner's investment in the Motor Scooter Rental Use business through April 13, 2017;
 - b. Whether unique circumstances exist which will prevent the petitioner from recouping the amount of such investment that has been or will have been unrealized at the conclusion of the three-year amortization period;
 - c. The life expectancy the existing property associated with the non-conforming use;

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- d. The diminished value, if any, of any real property owned by the petitioner as a result of the mandatory discontinuance of the existing enterprise on the property;
- e. The diminished value, if any, of a leasehold held by the petitioner as a result of the mandatory discontinuance of the existing enterprise on the property, as well as any contingency clauses therein permitting termination of such lease.

(d) Procedure: Within ten (10) days of receipt, the City Clerk shall forward a timely filed petition and supporting documents to the City Manager and a copy to the Clerk of the Court of Bay County to schedule an Administrative Hearing before a Hearing Officer appointed by the City pursuant to section 25-16 of the City's Code of Ordinances.

No later than ten (10) days before the scheduled hearing, the City Manager shall file and serve upon the petitioner a response to the petition together with copies of any documents and a witness list.

The City Council hereby delegates to all Hearing Officers appointed and serving pursuant to section 25-16 of the City's Code of Ordinances the authority to determine all factual matters and conclusions of law contested between the petitioners and respondent.

The petitioner shall bear the burden of proof to prove entitlement to the extraordinary extension demanded by a preponderance of evidence.

At the hearing, evidence, including written or oral testimony and documentary evidence, of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in

a trial in the courts of Florida. Any witness shall be subject to cross examination when testimony is taken or documents are made part of the record. No pleadings, motions, or other papers may be submitted nor any discovery conducted other than that allowed under this section shall be permitted. The petition and hearing may, except as otherwise provided in this section, be conducted in the manner provided by the Florida Rules of Civil Procedure. Each party shall be entitled to a brief opening and closing argument, unless waived. The petitioner shall give opening and closing argument first but will not be afforded a rebuttal to the City's closing argument.

(e) Recommended Order of Hearing Officer. Unless the time period is waived or extended with the consent of all parties, the Hearing Officer shall issue a recommended order in writing and include findings of fact, if any, conclusions of law separately stated, and any recommended extraordinary extension. The Hearing Officer's recommended order must be rendered to the parties and the City Council within ninety (90) days after the hearing.

(f) City Council Adoption of Order - The City Council may adopt the recommended order as the final order of the City. The City Council in its final order may reject or modify the conclusions of law. When rejecting or modifying such conclusion of law, the City Council must state with particularity its reasons for rejecting or modifying such conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than that which was rejected or modified. Rejection or modification of conclusions of law may not form the basis for rejection or modification of findings of fact. The City Council may not reject or modify the findings of fact unless the City Council first

Draft dated 5.19.17

determines from a review of the entire record, and states with particularity in the order, that the findings of fact were not based upon competent substantial evidence or that the proceedings on which the findings were based did not comply with essential requirements of law. The City Council may accept the recommended extraordinary extension, if any, in a recommended order, but may not reduce or increase it without a review of the complete record and without stating with particularity its reasons therefor in the order, by citing to the record in justifying the action.

(g) Appeal. A petitioner aggrieved by a decision of the City Council may seek review by certiorari in the Circuit Court, 14th Judicial Circuit, Bay County, Florida, which shall be the exclusive remedy to challenge the decision or authority of the Council.

SECTION 5. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 6. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances and the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or

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unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

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

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2017.

MAYOR

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

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

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

REGULAR #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PLANNING/ADMIN

2. MEETING DATE:

MAY 25, 2017

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE PERMITTING MEDICAL MARIJUANA DISPENSARIES AS A CONDITIONAL USE IN CH ZONES OUTSIDE THE FBO DISTRICT

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)

First reading of this ordinance was previously approved by the Council on May 11, 2015. The ordinance permits medical marijuana dispensaries in the City, but outside the Front Beach Road Overlay District. The regulations permit cannabis dispensaries as a conditional use in CH districts outside of the FBO district, and the number of facilities established in the City is limited to 3.

The ordinance also repeals the moratorium previously adopted by the Council, which will otherwise expire on June 1, 2017.

Following a public hearing, the ordinance will be available for adoption.

ORDINANCE NO. 1413

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE REGARDING THE REGULATION OF CANNABIS DISPENSARY FACILITIES; PROVIDING THAT CANNABIS DISPENSARY FACILITIES SHALL BE GENERALLY PERMITTED IN CH DISTRICTS SUBJECT TO CONDITIONAL USE APPROVAL; ESTABLISHING LOCATION, LICENSURE AND DESIGN CRITERIA FOR CONDITIONAL USE APPROVAL; LIMITING THE NUMBER OF FACILITIES WHICH SHALL BE ESTABLISHED IN THE CITY; EXPRESSLY PROHIBITING SUCH FACILITIES IN THE FRONT BEACH ROAD OVERLAY DISTRICT; AMENDING DEFINITIONS; ESTABLISHING AN APPLICATION PROCESS FOR PERSONS DESIRING TO OPERATE A DISPENSARY IN THE CITY; REPEALING THE TEMPORARY MORATORIUM AND ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

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

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

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

WHEREAS, cannabis businesses licensed pursuant to the law have begun

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cultivating cannabis for processing and dispensing; and

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

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

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

WHEREAS, the current State licensing and regulatory framework directs that the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of cannabis businesses may be determined by local ordinance; and

WHEREAS, based on a white paper prepared by the Marijuana Policy Group regarding License allocations in Florida, suggesting the market demands for medicinal marijuana require one dispensary per 50,000 people, the City's population of approximately 14,000 is unlikely to support more than one cannabis dispensary. However, the City finds that limiting the number of dispensaries in the City to one is inconsistent with voter intent to make medicinal marijuana readily obtainable, and that the absence of a cap is equally inconsistent with the promotion of the City as a family-friendly vacation destination; and

WHEREAS, on April 4, 2017, the Board of County Commissioners for Bay County adopted Ord. 17-11 regulating medical marijuana dispensaries, which ordinance did not place a cap on the number of facilities which may be permitted in unincorporated Bay County, which may result in additional dispensary facilities on the "island" that visitors wholly associate with the City of Panama City Beach; and

WHEREAS, the City finds that initially capping the number of dispensaries which may be permitted in the City to 3 reasonably balances the needs of the market against the desires of the community; and

WHEREAS, the City has carefully regulated Off-Premises Signs due to their unique considerations; and

WHEREAS, the City is a family oriented tourism destination, the City puts great

efforts into protecting and enhancing that image, and tourism is the City's primary industry; and

WHEREAS, while Florida voters have spoken regarding the benefits of medical marijuana, the City finds that the establishment of an unlimited number of medical marijuana dispensaries, together with off-premises signs commercially marketing marijuana could be detrimental to the City's local economy and inconsistent with the values of the citizens of the City; and

WHEREAS, at least one high court has recently determined that advertising restrictions on medical marijuana, despite the legality of medical marijuana under state law, are analyzed under the test for commercial speech and are not subject to strict scrutiny under the current standards for free speech analysis [*Montana Cannabis Indus. Ass'n v. State*, 368 P.3d 1131, 1148–50, reh'g denied (Apr. 25, 2016), cert. denied, 136 S. Ct. 2523, 195 L. Ed. 2d 844 (2016)]; and

WHEREAS, that court determined that advertising restrictions on medical marijuana do not violate the protection afforded to commercial speech, reasoning that “because federal law governs the analysis of this issue, we conclude that an activity that is not permitted by federal law—even if permitted by state law—is not a “lawful activity” within the meaning of *Central Hudson's* first factor” and “[a]s such, the advertisement of marijuana is not speech that concerns lawful activity” and “[t]here is no First Amendment violation and our analysis under *Central Hudson* therefore ends here [*id.*]; and

WHEREAS, the City wishes to prohibit Off-Premises Signs which advertise a Cannabis Dispensary Facility; and

WHEREAS, the Panama City Beach Planning Board reviewed the proposed amendment to the City's Land Development Code and recommended approval; and

WHEREAS, the City Council has conducted two properly noticed public hearings to consider the amendment pursuant to Section 166.041(3), Florida Statutes; and

WHEREAS, it is not the purpose or intent of this ordinance to restrict or deny access to cannabis as permitted by state law, but instead to enact reasonable restrictions intended to protect the public health, safety and welfare; and

WHEREAS, the City has determined it is in the public interest to adopt this Ordinance pursuant to the City's police powers, Section 381.986, Florida Statutes and the Florida Constitution, to protect the health, safety and welfare of the public.

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

SECTION 1. From and after the effective date of this ordinance, Section 2.02.01, Table 2.03.02 of the Land Development Code of the City of Panama City Beach related to Land Use Allowed in Zoning Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

B. Land Uses

1. Legend:

- a. P = Permitted, subject to standards for the zoning district.
- b. A = **Accessory**, subject to standards for **Accessory Uses** in section 5.02.00.
- c. C = Conditional, subject to additional standards for the **Use** and additional review and approval procedures. (see section 0 et seq)
- d. S = Supplemental, subject to standards for the zoning district and additional standards for the specific **Use**. The numbers indicate the section of this **LDC** that contains the supplemental standards. (see section 5.04.00 et seq)
- e. **Uses** that are not listed or found to be substantially similar to listed **Uses** are

Land Uses	AR	R-1a	R-1b	R-1c	R-1cT	RO	RTH	R-2	R-3	CL	CM	CH	MT	C	R	PF
Adult Uses												S 5.04. 01				
...																
<u>Cannabis Dispensary Facilities</u>												<u>C</u> <u>5.06.</u> <u>07</u>				
Clinics and Medical Offices										P	P	P	P		A	
Public Health Facilities												P	P			P
Retail Sales and Services (not otherwise specified)	S 5.04. 27									S 5.04. 27	S 5.04. 27	S 5.04. 27	A			

prohibited. All listed **Uses** are prohibited in those districts where no indicator ("P", "A", "C", "S") is provided.

Table 2.03.02: Land Uses in Base Zoning Districts

(Ord. #1335, 2/26/15; Ord. #1351, 11/12/15; Ord. #1369, 12/10/15)

SECTION 2. From and after the effective date of this ordinance, Section 5.06.07 of

the Land Development Code of the City of Panama City Beach related to Conditional Uses, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

5.06.00 CONDITIONAL *USES*

5.06.01 Generally

Specific *Uses* are identified in Table 2.03.02, as allowable subject to conditional *Use* approval because they have a greater potential detriment than other *Uses*. Conditional *Uses* are not of right; these *Uses* must comply with the standards applicable to the zoning district as well as the standards contained in this section and the specific standards contained in the following sections, as applicable. Because conditional *Uses* may intrude on the right to enjoy adjacent properties, the Planning Board, or City Council when reviewing Conditional *Uses* located on parcels involving more than three (3) acres, has the discretion to impose conditions it determines to be necessary to satisfy required approval findings. Where there is conflict between a standard applicable to the zoning district and the following conditional *Use* standards, the stricter standard shall be required. A conditional *Use* shall be permitted by the Planning Board, or City Council when reviewing Conditional *Uses* located on parcels involving more than three (3) acres, provided that the Board or Council finds that, in light of any conditions imposed:

- A. The proposed *Use* is so designed, located and proposed to be operated so that the public health, safety and welfare will be protected.
- B. The proposed *Use* will not have an adverse effect on existing traffic patterns.
- C. The proposed *Use* will not impair an adequate supply of light and air to adjacent properties.
- D. The proposed *Use* will not materially increase congestion in the public *Streets* in the surrounding area.
- E. The proposed *Use* conforms to all applicable *Setback, Building Height, Lot* coverage and all other applicable regulations of the zoning district in which the *Use* is to be located.
- F. *Off-Street* parking and all other General Provisions of the Zoning Ordinance are met.
- G. The proposed *Use* will not impair the established values of the property in the surrounding area.
- H. The hours of *Use* will not be offensive to adjacent property owners, taking into consideration other surrounding *Uses*.
- I. There is adequate shielding to protect adjacent property owners from noise, lights and other obnoxious elements and activities, taking into consideration other surrounding *Uses*.
- J. The existing or proposed improvements and facilities are adequate for the *Use* intended.
- K. There will be no adverse effect on water, sewage and drainage in the surrounding area.
- L. The proposed *Use* satisfies any applicable, specific criteria stipulated for such *Use* as described below.

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After written notice of violation and reasonable opportunity to cure has been given to the property owner, the City Manager shall terminate a conditional Use for violation of the restriction or condition imposed that materially negated the related positive finding. This can be done at any point in time after expiration of the time to cure.

(Ord. # 1271, 4-25-13)

5.06.07 Reserved. Cannabis Dispensary Facilities.

A. Location.

1. Facilities may be allowed in a CH district subject to conditional use approval. Facilities shall not be permitted on Front Beach Road, South Thomas Drive or Thomas Drive, or in an Front Beach Overlay District.
2. The facility shall be located no closer than 500 feet from any Residential zoning district, school, church, State-licensed child care facility, public park or other cannabis dispensary facility. The distance shall be measured from the property boundary of the facility to the property boundary of the residentially zoned parcel, school, church, State-licensed care facility, public park or other dispensary facility. A facility shall not be forced to relocate if it meets the requirements of this paragraph and a Residential zoning district, school, church, State licensed child-care facility, public park or other dispensary facility is subsequently established within 500 feet of the existing cannabis facility.
3. The number of facilities established within the corporate limits of the City shall not exceed three (3).

B. Design Standards.

1. The facility shall be limited to no more than 2,000 square feet of gross floor area.
2. No facility shall be have a drive-through or drive-in service window, aisle or similar component. All retail operations related to the dispensing of cannabis shall occur inside the facility.

C. Licensure.

1. Evidence of licensure by the State of Florida, Department of Health, Office of Compassionate Use (or any successor agency of the State of Florida) for the applicant to operate a cannabis dispensary facility pursuant to the Compassionate Use Act or any other applicable law.
2. Valid Certificate of Operator Approval issued pursuant to this ordinance.

SECTION 3. From and after the effective date of this ordinance, Section 5.07.06 of

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

5.07.06 Off-Premises Sign Standards

The following **Off-Premises Signs** may be **Erected** and displayed in **Business District** s pursuant to a **Permit**:

...

- I. Notwithstanding section 5.07.06B, the total number of **Off-Premises Signs Permitted** within the **City** shall be increased by the number of **Off-Premises Signs** located upon unincorporated territory annexed into the **City** after the effective date of this section 5.07.06, as revised (September 10, 1998), and each such **Sign** shall be treated as any other **Off-Premises Sign** within the **City** provided that it was in full compliance with all applicable **Bay County** zoning and **Sign** regulations at the time of annexation. Conversely, the total number of **Off-Premises Signs Permitted** within the **City** shall be decreased by the number of **Off-Premises Signs** located upon incorporated territory that is de-annexed into **Bay County, Florida**.
- J. **Off-site Signs may not be erected or displayed in the City which advertise a Cannabis Dispensary Facility.**

SECTION 4. From and after the effective date of this ordinance, Section 7.02.03 of the Land Development Code of the City of Panama City Beach related to the Front Beach Road Overlay District, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

7.02.03 Front Beach Road Overlay Districts

D. Authorized Land Uses

Authorized **Land Uses** within the FBO-1, FBO-2, FBO-3 and FBO-4 districts shall conform with the permitted, **Accessory** or conditional **Uses** allowed by the underlying zoning district except as provided in this section.

- 1. The following **Uses** shall only be permitted via a **Conditional Use** approval in conformance with section 10.02.14 of this **LDC**.
 - (a) **Drive-in or Drive-Through Facilities** may be authorized subject to the conditions established in section 5.06.14.

- (b) Outdoor display and outdoor operations may be authorized subject to the conditions established in section 5.06.15.
2. The following **Uses** are not allowable in the area lying south of a continuation of the centerline of Front Beach Road (Scenic Highway 98) through South Thomas Drive and Thomas Drive, regardless of the zoning district designation and **Land Use** assignment:
 - (a) Repair shops (light repair, small equipment repair);
 - (b) Repair shops (large equipment, appliances);
 - (c) **Service Stations**;
 - (d) **Vehicle** sales, rental or service; and
 - (e) **Zoos**.
 3. Pursuant to the Comprehensive Plan-Future Land Use Element, the following **Uses** shall not be located within the Coastal High Hazard Overlay District:
 - (a) Hospitals;
 - (b) **Nursing Homes** or convalescent homes;
 - (c) Institutional facilities and **Licensed Facilities** housing persons with limited mobility; and
 - (d) Permanent **Dwelling Units** in excess of local emergency management capacity.
 4. The following Uses are not allowed along Front Beach Road (Scenic Highway 98) through South Thomas Drive and Thomas Drive or elsewhere within the FBO-1, FBO-2, FBO-3 and FBO-4 districts:
 - (a) Cannabis Dispensary Facilities.

SECTION 5. From and after the effective date of this ordinance, Section 1.07.02 of the Land Development Code of the City of Panama City Beach related to Definitions, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

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.

Cannabis Dispensary Facility. Any facility operated by a Dispensing Organization that engages in the retail dispensing of cannabis to qualified individuals pursuant to Florida law, but does not engage in any other activity related to the preparation, wholesale storage, cultivation or processing of any form of marijuana or marijuana product. For purposes of this definition, a Dispensing Organization shall mean an entity approved by the State of Florida to dispense cannabis pursuant to Section 381.986, Florida Statutes.

SECTION 6. Certificate of Operator Authority.

- a. Generally. Any persons desiring to operate a Cannabis Dispensary within the City shall apply for a Certificate of Authority within [60] days of the effective date of this Ordinance. Any Certificate of Approval issued by the City under this Ordinance shall expire three years after the date of its issuance. In the event a Certificate of Authorization is revoked, or is not renewed, it shall be noticed on the City's website as available and be subject to a new application process as set forth herein.
- b. Application. An applicant for a new Certificate of Approval, or an operator seeking to change the ownership of an existing Certificate of Approval, pursuant to the Compassionate Use Act, any other applicable state law, and the provisions of this Ordinance, shall submit an application to the City Manager. The Applicant shall include the following in its application to the City:
 1. If the applicant is a business entity, information regarding the entity, including without limitation the name and address of the entity, its legal status and proof of registration with, or a certificate of good standing from, the Florida Secretary of State, as applicable. If the applicant is an individual, government issued identification including name, address and photograph of the individual;

2. Evidence of the State of Florida, Department of Health, Office of Compassionate Use's (or any successor agency of the State of Florida's) approval of the Operator to operate a Cannabis Dispensing Business pursuant to the Compassionate Use Act or any other relevant law;
 3. All documentation necessary to demonstrate compliance with the requirements identified in this Ordinance, including evidence that the Applicant continues to meet all requirements of section 381.986(5)(b)(1), Florida Statutes.
 4. All documentation the applicant wishes to have considered for scoring purposes, including documentation demonstrating the Applicant meets the criteria detailed below.
- c. Review of Applications. A committee appointed by the City Manager shall score and review each application pursuant to the criteria, and 100 point scale, detailed below. Committee members and applicants may discuss their application at any time during the application process. Each application will be independently scored by committee members.

1. **Previous retail dispensing experience in a regulated market in any state: 20 points**

- A. Number of different retail dispensaries operated.
- B. Total square footage of retail dispensaries operated.
- C. Number of years of operating retail dispensaries.
- D. Number of retail dispensary employees managed.
- E. Gross sales of Cannabis and Cannabis Derivative Products.

- F. Number of different Cannabis strains and Derivative Products sold.
 - G. Retail dispensing licenses held in different states.
 - H. Previous infractions resulting in the revocation of any Cannabis license.
 - I. Experience with maintaining chain of custody and tracking mechanisms.
2. **Quality of Derivative Product offerings: 20 points**
- A. Length of time Derivative Products you intend to dispense have been available in regulated markets.
 - B. Gross sales number of units of these Derivative Products previously sold in regulated markets.
 - C. Gross revenue derived from previous sales of these Derivative Products in regulated markets.
3. **Technical Ability: 10 points**
- A. Review of standard operating procedures, operating manuals, policies, training modules, and procedures.
 - B. Training process.
 - C. Online ordering system.
 - D. Procedures for expediting ordering and / or providing for medically disadvantaged.
 - E. Operational ERP (Enterprise Resource Planning) System.
 - F. Retail delivery system.
 - G. Point-of-sale systems and solutions.
4. **Qualifications of Security Team: 15 points**
- A. Years of security experience with Cannabis dispensaries in a regulated Cannabis market.
 - B. Integration of security procedures and training into your vertically integrated operations.
 - C. All owners, Investors, and managers have successfully passed a Level 2 background check and have not been convicted of any felonies involving fraud, false representation, or distribution of Cannabis.
5. **Qualifications of Medical Director: 25 points**
- A. Experience with epileptic patients;
 - B. Experience with cancer patients;
 - C. Experience with patients with severe seizures or muscle spasms;
 - D. Experience with terminal patients;

- E. Knowledge of the use of medical Cannabis for treatment of cancer or physical medical conditions that chronically produce symptoms of seizures or severe and persistent muscle spasms;
- F. Knowledge of good manufacturing practices;
- G. Knowledge of analytical and organic chemistry;
- H. Knowledge of analytical laboratory methods;
- I. Knowledge of analytical laboratory quality control, including maintaining a chain of custody;
- J. Knowledge of, and experience with, medical Cannabis CBD/low-THC extraction techniques;
- K. Knowledge of medical Cannabis, including CBD/low-THC routes of administration;
- L. Experience in or knowledge of clinical trials or observational studies;
- M. Knowledge of, and experience with, producing CBD/low-THC products;
- N. Experience with or knowledge of botanical medicines;
- O. Experience with dispensing medications.

6. **Awards: 10 points**

- A. Any awards, recognitions, or certifications received for expertise in Cannabis related businesses.

Prior to scoring applications the committee shall review applications for compliance with this Ordinance, the Compassionate Use Act, or any other applicable law, and shall reject any application which does not meet such requirement. Rejected applications shall not be scored. The committee shall also disqualify any application that contains any false or misleading information.

The scores awarded by the members of the committee for each applicant shall be submitted to the City Manager, who will total and average the score for each Applicant. The applicants shall then be ranked from highest to lowest based on the average scores awarded, with Certificates of Approval issued to the highest scoring applicant, and proceeding to the next highest scored applicant until all Certificates of Approval authorized

pursuant to this Ordinance have been awarded. In the event of a tie in the rankings, the City Manager shall break the tie by the casting of lots.

- d. Challenges to the City's award decision shall be subject to the Administrative Appeal process set forth in section 10.16.00 of the City's Land Development Code.
- e. A Certificate of Approval is not transferrable.

SECTION 7. Ordinance 1400 establishing a temporary moratorium on the dispensing of cannabis and the establishment or expansion of medical marijuana dispensing facilities is hereby repealed. All other ordinances or parts of ordinances in conflict herewith are also repealed to the extent of such conflict.

SECTION 8. 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 9. 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

Ordinance 1413
Page 13 of 14

AGENDA ITEM # 3

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

MAYOR

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

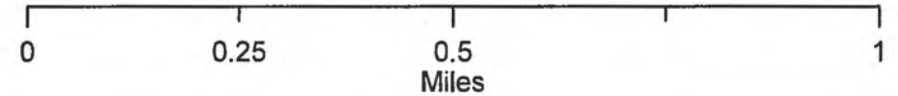
Posted on pcbgov.com on the ____ day of _____, 2017.

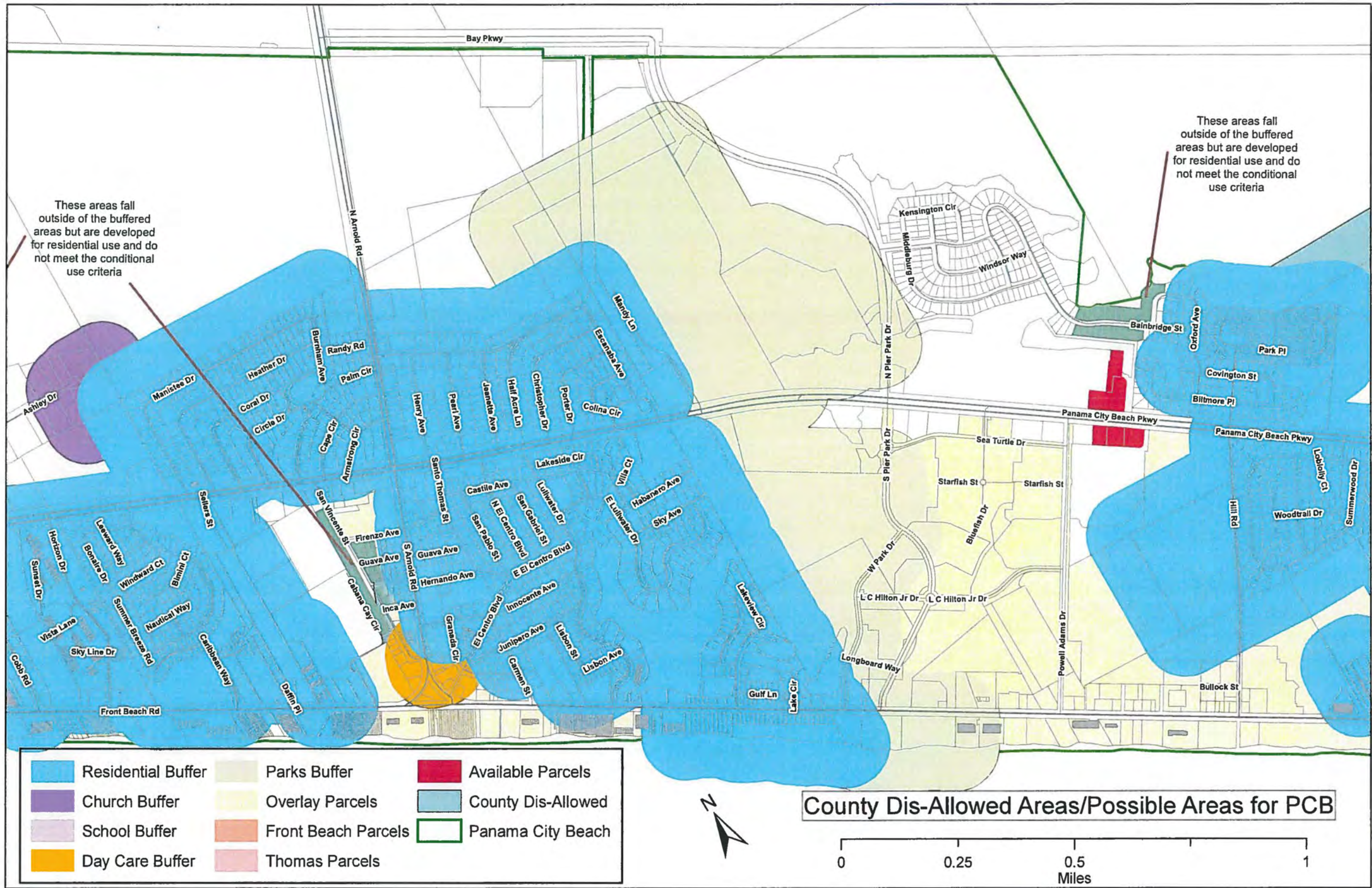


These areas fall outside of the buffered areas but are developed for residential use and do not meet the conditional use criteria

	Residential Buffer		Parks Buffer		Available Parcels
	Church Buffer		Overlay Parcels		County Dis-Allowed
	School Buffer		Front Beach Parcels		Panama City Beach
	Day Care Buffer		Thomas Parcels		

County Dis-Allowed Areas/Possible Areas for PCB





REGULAR #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Multi-Use Trail/Paul Casto

2. MEETING DATE:

5/25/2017

3. REQUESTED MOTION/ACTION:

Approve the easement agreements for Gulf Power, St. Joe Company, Breakfast Point, and the School Board for the multi-use eastern alignment to Breakfast Point Subdivision.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City applied for construction funds June 20, 2016 through the FDOT SUN Trail program which has approximately \$25 Million budgeted by the Florida Legislature. The City was unofficially awarded approval for the Suntrail grant under an 80/20 funding split and the Joint Participation Agreement (JPA) is currently being drafted. That cost breakdown was as follows: the FDOT pays for construction and construction engineering inspection in the amount of \$904,716.00 for the fiscal year 2017-2018. The design and easement acquisition were to be paid for by the City through recreation impact fees in the amount of \$92,864.00 for the fiscal year 2016-2017. In addition the City would also pay \$133,315.00 for construction in the fiscal year 2017-2018.

The proposed eastern expansion of Gayle's Trails will start on the east side of Trieste Subdivision and terminate at Breakfast Point Subdivision. There is an existing 10' wide concrete trail within Breakfast Point Subdivision that will eventually connect to Wildwood Road around the proposed Bay County Sports Complex. This piece is an integral part to safely connect Arnold High School students and staff, residents of Seagrass Village, residents of Waterfall Subdivision, as well as the residents of Breakfast Point Subdivision. Negotiations for the necessary easements through Gulf Power, Bay County School Board, Breakfast Point Subdivision, and the St. Joe Company property started July 1, 2016. Agreements were finalized and executed by each entity and are attached for your review. A budget amendment was required to proceed forward with engineering design and is included for review and approval.

Staff recommends approval of the easement agreements. A task order was approved April 14th, 2016 (Resolution 16-71) to proceed forward with design of this segment and should these easements be approved through City Council, the engineer of record, Panhandle Engineering, Inc. will begin work on the design.

RESOLUTION 17-94

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING EASEMENT AGREEMENTS WITH THE SCHOOL BOARD OF BAY COUNTY, WATERSOUND TRAIL, LLC, BREAKFAST POINT COMMUNITY ASSOCIATION, INC., AND GULF POWER COMPANY RELATED TO GAYLE'S TRAILS; AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE RECREATION IMPACT FEES FOR VARIOUS COSTS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Greenways and Trails Agreement between the City and the School Board of Bay County, Florida, relating to the construction of a pedestrian and bike trail at Arnold High School for Gayle's Trails, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Non-Exclusive Easement Agreement between the City and the Watersound Trail, LLC relating to the stormwater drainage, the installation, operation, maintenance and repair of underground utilities, and the construction, operation, maintenance and repair of a paved trail for public use, and in emergency circumstances, use by emergency vehicles, which may include signage, in substantially the form attached as Exhibit B and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
3. The appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Non-Exclusive Easement Agreement between the City and the Breakfast Point Community Association, Inc., relating to the stormwater drainage, the installation, operation, maintenance and repair of underground utilities, and the construction, operation, maintenance and repair of a paved trail for public use, and in emergency circumstances, use by emergency vehicles, which may include signage, in substantially the form attached as Exhibit C and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
4. The appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Easement Agreement between the City and the Gulf Power Company, relating to the pedestrian and bicycle ingress and egress access of the property, in substantially the form attached as Exhibit D and presented to the Council today, with such changes, insertions or omissions as may be approved by

the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

5. The following budget amendment (#38) 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 E, to appropriate recreation impact fees for the purposes stated herein.

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 Floyd, City Clerk

4

GREENWAYS & TRAILS ACCESS EASEMENT

THIS GREENWAYS AND TRAILS ACCESS EASEMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 20____, between **THE SCHOOL BOARD OF BAY COUNTY, FLORIDA**, a school board duly organized and existing under the laws of the State of Florida (hereinafter referred to as "Grantor" or "School Board"), and the **CITY OF PANAMA CITY BEACH**, a municipality created by the State of Florida, whose address is 110 S. Arnold Road, Panama City Beach, Florida 32413 (hereinafter referred to as the "City").

WHEREAS, School Board is the fee simple owner of the real property located at 550 Alf Coleman Road, Panama City Beach, Florida, and identified by the Bay County Property Appraiser as Parcel No 34034-001-000 (hereinafter referred to as the "Parent Parcel");

WHEREAS, the greenways and trails to be constructed by City may become inconsistent with the rights and privileges of Grantor which are necessary and convenient for its full enjoyment and use of the Parent Parcel;

WHEREAS, Grantor and City desire to set forth their mutual understanding regarding the City's use of certain portions of the Parent Parcel.

NOW THEREFORE, Grantor and City, for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein contained, do hereby covenant and agree as follows:

I. GRANT OF TRAIL AND ACCESS EASEMENT.

(a) Subject to the terms and conditions hereinafter provided, Grantor hereby grants to the City, its successors and assigns, a perpetual, non-exclusive easement on, over and across that portion of the Parent Parcel more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (hereinafter referred to as the "Trail Easement Parcel") for pedestrian and bicycle access, ingress to and egress as part of a natural trails system (hereinafter the "Trail Facilities"), and for the purpose of constructing, installing, maintaining, repairing, altering, operating and accessing that trail on the Parent Parcel (the "Trail Easement"). No form of travel, other than by foot or bicycle, is authorized by this Trail Easement, including without limitation, travel by motorized vehicles, motorcycles, or all-terrain vehicles, except that motorized vehicles shall be authorized to enter any part of the Trail Easement for construction, maintenance, security or emergency purposes.

(b) The public is not authorized by this Trail Easement to access or enter any portion of the Parent Parcel outside of this Trail Easement for any purpose. The parties acknowledge that loitering, trespassing onto the Parent Parcel, overnight stays or extended-day usage, loud or interfering noise, including radios, CD players, amplified sound and the like, or alcoholic beverage consumption shall not be allowed by any person within the Trail Easement. Any violation of the terms and restrictions recited herein by an individual shall constitute grounds for immediate termination of the individual's right to use the Trail Easement and his

Exhibit A

AGENDA ITEM # 4

immediate removal by lawful means from the Trail Easement. The parties agree and acknowledge that the City will enforce its Code of Ordinances relating to use of Gayle's Trails to ensure compliance with this sub-section (b).

2. **TRAIL IMPROVEMENTS.**

(a) **SIGNAGE.** The City will provide and maintain such directional and risk warning signage along and within the Trail Easement Parcel to give notice to those using such Trail Easement of potential hazards as City deems appropriate. The City will further provide and maintain such informational signage along the Trail Easement Parcel to identify the Trail Easement Parcel boundary and inform the public that entry onto the Parent Parcel is unauthorized for any purpose. The City and Grantor will work together on the design and content of the signage which will be intended to blend with the natural environment.

(b) **LANDSCAPING.** Concurrent with construction of the Trail Facilities, the City will install landscaping of a type mutually acceptable to the parties along the Trail Easement Parcel. Grantor will be responsible, at its sole expense, for maintenance of such landscaping, and the installation and repair of any irrigation necessary to maintain the landscaping.

3. **COST OF CONSTRUCTION.** The cost of construction of the Trail Facilities on, over and within the Trail Easement Parcel shall be paid by the City.

4. **MAINTENANCE AND REPAIRS.**

(a) Subject to the provisions of this Agreement, the City shall restore the surface of all disturbed areas within the Trail Easement Parcel to its original contour to the reasonable satisfaction of Grantor including but not limited to, all slopes for the drainage pattern within the Trail Easement Parcel that existed prior to commencement of construction or maintenance of the Trail Facilities, provided that such damage shall have been occasioned by the City's construction of the Trail Facilities.

(b) Following the construction of the Trail Facilities, the City, at its sole cost and expense, shall maintain, or cause to be maintained in good order and in a sightly and safe condition, those Trail Facilities. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Trail Facilities, the City shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such Trail Facilities to their condition prior to such damage or destruction. Further, any user of the Trail Facilities shall be liable for any damages to such Trail Facilities caused by such user's negligence or intentional misconduct.

5. **IMPROVEMENTS.** The parties acknowledge that except as set forth herein, no improvements other than trails, signage, fences and landscaping shall be constructed by the City or any other party within the Trail Easement Parcel, though existing utilities of the Grantor located within the Trail Easement Parcel may be relocated, repaired and maintained at City's expense. Grantor may use its parcel for any purpose not incompatible with the easements granted herein including, without limitation, the right to construct, modify, alter, maintain and use the roads,

streets, parking areas, walkways and other improvements over, upon and across the same and to construct and install utility improvements, subject to all applicable regulations of the applicable governmental authorities, provided that such reserved rights do not obstruct or interfere with the easement rights herein granted. In the event Grantor determines that expansion of the Arnold High School Campus necessitates the placement or construction of buildings or structures within the Trail Easement Parcels, the parties agree that the Trail Easement Parcel may be relocated at Grantor's expense to another location on Grantor's Parent Parcel, provided, however, that the points of egress and ingress onto the Grantor's property are unchanged and the width of the easement is at no point less than 16' wide.

6. OBLIGATION TO COMPLY WITH ALL LAWS AND REGULATIONS.

Grantor and the City shall comply with all governmental or quasi-governmental laws, ordinances, rules, and regulations of every kind pertaining to the easements granted herein or to the use and occupancy thereof, including without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. No party hereto will commit or suffer any waste of any of the easements granted herein, nor will they use or permit any use of any of the easements granted herein for any illegal purpose or in any such way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which any of the easements granted herein are subject.

7. REMEDIES AND ENFORCEMENT.

(a) In the event of a breach or threatened breach by any party or its permittees of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including specific performance.

(b) In addition to all other remedies available at law or in equity, upon the failure of a defaulting party (the "Defaulting Party") to cure a breach of this Agreement within thirty (30) days following written notice thereof by a party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting party (the "Non-Defaulting Party") shall have the right to perform such obligation contained in this Agreement on behalf of the Defaulting Party and be reimbursed by the Defaulting Party upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of (i) an emergency, or (ii) blockage or material impairment of the easement rights, a party may immediately cure the same and be reimbursed by the other party upon demand for the reasonable cost thereof.

(c) In addition to all remedies available at law or in equity, if the City's failure of enforcement of the duty enumerated in subsection 1(b) above results in a civil penalty issued by DEP to the Grantor for disturbance of the Conservation Easement located north of the Trail Easement Parcel, City agrees to reimburse Grantor for such civil penalty or cost of restoration up to \$300,000.

(d) The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(e) Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement.

8. **INDEMNIFICATION.**

9. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

10. **ENFORCEMENT; ATTORNEY'S FEES.** In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

11. **CONSTRUCTION.** The rule of strict construction does not apply to these easement grants. These grants shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment on each party is carried out.

12. **NOTICE.** The addresses of Grantor and the City are as set forth in the initial paragraph. Any party may give written notice of change of address with the others. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph or to the last known address and shall be deemed given when placed in the mail.

13. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

14. **DELEGATION OF AUTHORITY.** The parties are public agencies as defined in 163.01(3)(b), and as such may exercise jointly with each other any power, privilege or authority which the parties share in common and which each might exercise separately. In order to see the Trail Facilities contemplated by this Easement Agreement fully realized, the parties agree that the City of Panama City Beach is authorized to apply on behalf of The School Board of Bay County, for the relocation of existing wetlands and conservation easements located on School Board property and the revision of any permits or easements related thereto. The School Board of Bay County, Florida, hereby delegates to the City Manager of the City of Panama City Beach, signatory authority for permit applications and information requested by Florida Department of Environmental Protection or the Army Corps of Engineers related to the revision of those permits or relocation of those easements to accomplish the construction of the pedestrian trail contemplated by this Easement Agreement, provided however, that any such documents to be signed by the City on behalf of the School Board shall be reviewed by the Director of Facilities for Bay District Schools prior to such execution by the City and copies of any such documents executed by the City on behalf of the School Board be transmitted to the Director of Facilities for Bay District Schools following such execution and transmittal to the permitting agency. This signatory authority shall not extend to the execution of any documents conveying School Board

realty, though the School Board understands and agrees that conveyance of amended deeds or easements are the foreseeable and desired result of such permit applications and revisions for which signatory authority is given. The signatory authority shall be terminated upon issuance of all permits necessary to construct the Trail Facilities. Any permit application fees and associated costs for such shall be borne entirely by the City.

15. ENTIRE AGREEMENT; AMENDMENT. The parties hereto agree that the entire agreement between the parties with respect to the easements is set forth in this instrument. This Agreement may be amended only by an instrument in writing and signed by the then owner of the Parent Parcel and the City.

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

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA

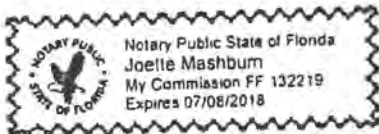
ATTEST:

By: Steve E. Moss
Steve Moss, Chairman

William V. Husfelt, III
William V. Husfelt, III, Superintendent

STATE OF Florida
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 28 day of October 2016, by Steve Moss and William V. Husfelt, III as Chairman and Superintendent respectively of The School Board of Bay County, Florida, on behalf of the School Board, and who are personally known to me.



Joette Mashburn
Notary Public, State of _____
Name: _____
My Commission Expires: _____
My Commission Number is: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF PANAMA BEACH, a municipality
created by the State of Florida

ATTEST

By: _____
Mario Gisbert, City Manager

Diane Fowler, City Clerk

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20___, by Mario Gisbert and Diane Fowler, as City Manager and City Clerk, respectively, of the City of Panama City Beach, on behalf of the City, and who are personally known to me.

Notary Public, State of _____
Name: _____
My Commission Expires: _____
My Commission Number is: _____

Exhibit "A"

Legal Description of Trail Easement Parcel

MULTI USE PATH EASEMENT - BAY COUNTY SCHOOL BOARD

A PARCEL OF LAND LYING AND BEING IN SECTIONS 23, 24 AND 25, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND NAIL AND DISK STAMPED DRMP, MARKING THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED SOUTH 89 DEGREES 13 MINUTES 50 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 24, FOR A DISTANCE OF 32.43 FEET TO THE POINT OF BEGINNING, THENCE LEAVING SAID SOUTH BOUNDARY LINE PROCEED NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 216.67 FEET; THENCE SOUTH 83 DEGREES 32 MINUTES 57 SECONDS WEST, FOR A DISTANCE OF 17.29 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 42.88 FEET; THENCE NORTH 8 DEGREES 01 MINUTES 54 SECONDS WEST, FOR A DISTANCE OF 17.29 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 600.00 FEET; THENCE SOUTH 37 DEGREES 45 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 42.18 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 56.63 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ALF COLEMAN ROAD, THENCE NORTH 37 DEGREES 45 MINUTES 31 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 62.18 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE PROCEED SOUTH 52 DEGREES 14 MINUTES 29 SECONDS EAST, FOR A DISTANCE OF 1269.28 FEET; THENCE SOUTH 88 DEGREES 06 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 778.34 FEET TO THE SOUTHWEST CORNER (ALSO MOST WEST CORNER) OF LOT 34, BREAKFAST POINT PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGES 57 THROUGH 64 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA; THENCE SOUTH 70 DEGREES 26 MINUTES 17 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 34, FOR A DISTANCE OF 154.72 FEET TO THE WESTERLY BOUNDARY LINE OF SAID BREAKFAST POINT PHASE I, THENCE SOUTH 23 DEGREES 46 MINUTES 42 SECONDS WEST, ALONG SAID WESTERLY BOUNDARY, FOR A DISTANCE OF 20.05 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY LINE PROCEED NORTH 70 DEGREES 26 MINUTES 17 SECONDS WEST, FOR A DISTANCE OF 157.15 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 39 SECONDS WEST, FOR A DISTANCE OF 781.70 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 334.78 FEET TO THE POINT OF BEGINNING, CONTAINING 1.082 ACRES, MORE OR LESS.

This instrument prepared by
and to be returned to:
Kevin D. Obos, Esq.
Harrison Sale McCloy
P.O. Drawer 1579
Panama City, Florida 32402

NON-EXCLUSIVE EASEMENT AGREEMENT

29 THIS NON-EXCLUSIVE EASEMENT AGREEMENT ("Easement Agreement") is made this day of March, 2017, by and between Watersound Trail, LLC, a Florida limited liability company, with a post office address of 133 South Watersound Parkway, Watersound, Florida 32461 (hereinafter referred to as the "Grantor") and the City of Panama City Beach, with a post office address of 110 South Arnold Road, Panama City Beach, Florida 32413 (hereinafter referred to as the "Grantee").

WITNESSETH:

1. That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its employees, agents, officers, representatives, independent contractors, guests, invitees and licensees, in perpetuity, a non-exclusive easement over, under, and across property located in Bay County, Florida and as more particularly described in Exhibit "A" attached hereto and made a part hereof, (hereinafter the "Easement Property"). The purposes of the easement are strictly limited to stormwater drainage; the installation, operation, maintenance and repair of underground utilities ("Utilities"); and the construction, operation, maintenance and repair of a paved trail for public use and, in emergency circumstances, use by emergency vehicles, which may include signage ("Trail").

2. The foregoing grant of easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, successors in interest or title and permitted assigns.

3. Grantee shall not be permitted to alter or improve the Easement Property in any manner, except as allowed in Paragraph 1. The cost of any and all improvements shall be borne solely by Grantee. Grantee shall be required to abide by the terms and conditions of any and all applicable permits governing the Easement Area.

4. Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the subsurface, surface and air space over the Easement Property for any purpose which does not interfere with the rights herein granted to Grantee.

5. It is understood and agreed by and between Grantor and Grantee that to the extent the Grantee installs the Utilities or constructs the Trail within the Easement Property, that such Utilities and Trail shall at all times be and remain the absolute property of the Grantee, and subject to its complete dominion and control.

6. In the event that Grantor determines that Grantee is overburdening the Easement Property or using the Easement Property in a way that would restrict Grantor's use or access of the Easement Property, Grantor reserves and shall have the right and authority to require that Grantee redesign, relocate or change the location of the Easement Property and/or any improvements constructed within the Easement

Exhibit B AGENDA ITEM # 4

Property as may be necessary or desirable in the sole judgment of the Grantor, upon reasonable notice. Grantee shall be solely responsible for the cost of relocation of any improvements.

7. To the extent not prohibited by applicable law, Grantor shall have no liability to Grantee or its employees, guests, invitees, agents or independent contractors for loss of personal property, death or personal injury incurred by Grantee or any such third parties on or about the Easement Property. By acceptance of this easement, Grantee agrees to defend, indemnify and hold harmless Grantor and any subsidiaries and affiliated companies of Grantor, its officers, directors, employees and designated agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, failure to pay employee taxes or withholdings, failure to obtain workers' compensation insurance or otherwise), including legal fees and expenses, of whatever kind or nature to the extent arising out of use of the Easement Property by Grantee, its employees, guests, agents, invitees or independent contractors.

8. Grantee, by acceptance of this easement, hereby agrees to maintain the Easement Property in good repair and shall at all times keep the Easement Property clear of all structures, obstructions, trees, shrubbery, undergrowth and roots or objects that may interfere with the Utilities or the Trail.

9. Grantee agrees to provide reasonable restoration to the Easement Property and surrounding area as a result of its installation, operation, maintenance, repair or reconstruction of the Utilities or the Trail.

10. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with uses of the adjacent property owned by Grantor.

11. The easement conveyed herein shall continue in effect for so long as Grantee shall use the Easement Property for its intended purpose as expressed herein. In the event Grantee abandons or ceases to use the Easement Property for the purposes set forth in this Easement Agreement for a period of six (6) months or longer, all rights herein granted shall be considered abandoned. Upon such abandonment, the parties agree that Grantor shall have the right, without any further authority of Grantee, to record in the Official Records of Bay County, Florida an affidavit describing the abandonment of the easement and declaring this Easement Agreement to be terminated. The parties further agree that such affidavit shall be sufficient and competent evidence of such abandonment and termination without further documentation by either Grantor or Grantee.

12. Grantor may terminate this Easement Agreement in the event Grantee fails to comply with the terms of this Easement Agreement.

13. The Easement Property is subject to the St. Joe Ecosystem Management Agreement (the "EMA") for Bay and Walton Counties entered into by The St. Joe Company and the Florida Department of Environmental Protection ("FDEP") October 11, 2004, and to the Regional General Permit SAJ-86 ("RGP") covering a regional area inclusive of the Property authorized by the Army Corp of Engineers ("Corps") on June 30, 2004, renewed June 23, 2009 and March 15, 2015. The EMA and RGP (SAJ-86) establish certain guidelines for regulatory permitting of the Easement Property subject to the jurisdiction of the FDEP, the Corps and other applicable governmental agencies and may be reviewed at <http://www.dep.state.fl.us/northwest/StJoeEMA/joeema.htm>. Grantee acknowledges and agrees that any permitting contemplated pursuant to the EMA and RGP shall require The St. Joe Company to be a co-applicant under such applications. Grantee agrees to obtain any necessary permits related to wetlands impacts, subsequent mitigation and the management of stormwater or provision of stormwater improvements necessary to support the project in compliance with the EMA and RGP. Grantee shall be solely responsible for any and all costs related to the application for the EMA and RGP permits. Grantee agrees to comply with all applicable laws, rules and regulations, including but not limited to provisions of

the EMA and RGP, governing the use and development of any wetlands. In the event Grantee is permitted to fill or otherwise impact any wetlands located on the Easement Property pursuant to the EMA and/or RGP, Grantee agrees not to fill or otherwise impact any wetlands beyond the boundary of that for which a permit is obtained. Furthermore, Grantee acknowledges and agrees that it shall comply with the stormwater management system requirements attached as Appendix E to the EMA. Grantee shall defend, indemnify and hold The St. Joe Company harmless from and in respect to any loss, costs, expenses and damages associated with either (a) the unauthorized filling or impacting of wetlands within or beyond the boundary of the Easement Property, including but not limited to the impacting of wetlands beyond that permitted hereunder, and agrees to promptly restore said property to its original condition prior to filling or impacting pursuant to the written direction of The St. Joe Company and/or applicable governing authorities or (b) Grantee's failure to comply with the RGP or EMA including but not limited to the stormwater management requirements of the EMA.

14. Except as expressly provided in this paragraph, without the prior written consent of Grantor, which consent Grantor may withhold in its sole and absolute discretion, the Grantee shall not assign, transfer or license all or any portion of its interests under this Easement Agreement in any manner and shall not delegate any of its obligations under this Easement Agreement in any manner.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement Agreement to be executed on the day and year set forth above.

Signed, seal and delivered
in the presence of

April Wilkes
Name: April Wilkes
Janet P. Greeno
Name: JANET P. GREENO

WATERSOUND TRAIL, LLC,
a Florida limited liability company

By: Patrick Murphy
Name: Patrick Murphy
Its: President

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 29 day of March, 2017,
by Patrick Murphy, of Watersound Trail, LLC, a Florida limited liability company, who is
personally known to me.

My commission expires:

Mary A Zombori
(Notary Public - Signature)



CITY OF PANAMA CITY BEACH

By: _____
Mario Gisbert, City Manager

ATTEST:

By: _____
Holly J. White, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Mario Gisbert and Holly J. White, as City Manager and City Clerk of the City of Panama City Beach, who are personally known to me.

My commission expires:

(Notary Public - Signature)

EXHIBIT "A"
EASEMENT PROPERTY

A parcel of land lying and being in the Southwest Quarter of Section 23, Township 3 South, Range 16 West, Bay County, Florida and being more particularly described as follows:

Commence at a found 5/8" iron rod and cap no. 7546, marking the Southwest corner of the Southeast Quarter of Section 23, Township 3 South, Range 16 West, Bay County, Florida and proceed South 89 degrees 33 minutes 05 seconds East, along the South boundary line of said Southeast Quarter, for a distance of 866.97 feet to a point on the East boundary line of the 100 foot Gulf Power Company right of way as recorded in Deed Book 153, Page 567 of the Public Records of Bay County, Florida; thence leaving said South boundary line proceed North 00 degrees 26 minutes 04 seconds East, along said East boundary line, for a distance of 1202.90 feet to the Point of Beginning; thence continue North 00 degrees 26 minutes 04 seconds East, along said East boundary line, for a distance of 34.78 feet; thence leaving said East boundary line proceed South 59 degrees 10 minutes 40 seconds East, for a distance of 1109.09 feet to a point on the West right of way of Alf Coleman Road as recorded in Official Records Book 1850, Page 2030 of the Public Records of Bay County, Florida; thence South 37 degrees 44 minutes 12 seconds West, along said West right of way line, for a distance of 30.22 feet; thence leaving said West right of way proceed North 59 degrees 10 minutes 40 seconds West, for a distance of 1087.86 feet to the Point of Beginning.

AND

A parcel of land lying and being in the South half of Section 23, Township 3 South, Range 16 West, Bay County, Florida and being more particularly described as follows:

Commence at a 4" by 4" concrete monument no. LB6682, marking the Southwest corner of the Northwest quarter of Section 23, Township 3 South, Range 16 West, Bay County, Florida and proceed North 00 degrees 36 minutes 24 seconds East, along the West boundary line of said Northwest quarter, for a distance of 643.61 feet to a point on the South boundary line of a 100 foot Gulf Power Company right of way as recorded in Deed Book 153, Page 567 of the Public Records Bay County, Florida (point also being on the North boundary line of a Conservation Easement recorded in Official Records Book 2648, Page 724 of the Public Records Bay County, Florida); thence leaving said West boundary line proceed South 59 degrees 10 minutes 44 seconds East, along said boundaries, for a distance of 2056.71 feet to the Northeast corner of said Conservation Easement for the Point of Beginning; thence continue South 59 degrees 10 minutes 44 seconds East, along said South boundary of the Gulf Power right of way, for a distance of 1883.99 feet to the Westerly boundary of said Gulf Power right of way; thence South 00 degrees 26 minutes 04 seconds West, along said right of way, for a distance of 29.98 feet to the Northeast corner of property recorded in Official Records Book 3754, Page 2077 of the Public Records Bay County, Florida; thence leaving said right of way proceed North 59 degrees 10 minutes 40 seconds West, along the North boundary line of said property, for a distance of 617.52 feet to a found 5/8 inch iron rod and cap no. 2372, marking the Northwest corner of said property (also the Northeast corner of property recorded in Official Records Book 3772, Page 1478 of the Public Records Bay County, Florida); thence North 59 degrees 26 minutes 08 seconds West, along the North boundary line of said property recorded in Official Records Book 3772, Page 1478, for a distance of 187.83 feet; thence South 78 degrees 01 minutes 56 seconds West, along said North boundary line, for a distance of 4.87 feet; thence leaving said North boundary line proceed North 59 degrees 10 minutes 44 seconds West, for a distance of 1072.70 feet to the East boundary line of aforesaid Conservation Easement recorded in Official Records Book 2648, Page 724; thence North 00 degrees 31 minutes 24 seconds East, along said East boundary line, for a distance of 34.75 feet to the Point of Beginning.

AND

A parcel of land lying and being in the West half of Section 23, Township 3 South, Range 16 West, Bay County, Florida and being more particularly described as follows:

Commence at a 4" by 4" concrete monument No. LB6682 marking the Southwest corner of the Northwest Quarter of said Section 23 and proceed North 00 degrees 36 minutes 24 seconds East, along the West boundary line of said Northwest quarter, for a distance of 759.33 feet to the North boundary line of the 100 foot Gulf Power Company right of way as recorded in Deed Book 153, Page 567 of the Public Records Bay County, Florida for the Point of Beginning; thence leaving said North boundary line proceed South 89 degrees 16 minutes 09 seconds East, for a distance of 59.84 feet; thence South 59 degrees 10 minutes 44 seconds East, for a distance of 1993.52 feet; thence South 09 degrees 05 minutes 53 seconds East, for a distance of 39.12 feet to the aforesaid North boundary of the 100 foot Gulf Power right of way; thence North 59 degrees 10 minutes 44 seconds West, along said North boundary line for a distance of 2070.39 feet to the Point of Beginning.

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 2017, by and between **Breakfast Point Community Association, Inc.**, a Florida not for profit corporation, with a post office address of 133 South Watersound Parkway, Watersound, Florida 32461 (hereinafter referred to as the "Grantor") and the City of Panama City Beach, with a post office address of 110 South Arnold Road, Panama City Beach, Florida 32413 (hereinafter referred to as the "Grantee").

WITNESSETH:

1. That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its employees, agents, officers, representatives, independent contractors, guests, invitees and licensees, in perpetuity, a non-exclusive easement over, under, and across property located in Bay County, Florida and as more particularly described in Exhibit "A" attached hereto and made a part hereof, (hereinafter the "Easement Property"). The purposes of the easement are strictly limited to stormwater drainage; the installation, operation, maintenance and repair of underground utilities ("Utilities"); and the construction, operation, maintenance and repair of a paved trail for public use and, in emergency circumstances, use by emergency vehicles, which may include signage ("Trail").

2. The foregoing grant of easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, successors in interest or title and permitted assigns.

3. Grantee shall not be permitted to alter or improve the Easement Property in any manner, except as allowed in Paragraph 1. The cost of any and all improvements shall be borne solely by Grantee. Grantee shall be required to abide by the terms and conditions of any and all applicable permits governing the Easement Area.

4. Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the subsurface, surface and air space over the Easement Property for any purpose which does not interfere with the rights herein granted to Grantee.

5. It is understood and agreed by and between Grantor and Grantee that to the extent the Grantee installs the Utilities or constructs the Trail within the Easement Property, that such Utilities and Trail shall at all times be and remain the absolute property of the Grantee, and subject to its complete dominion and control.

6. In the event that Grantor determines that Grantee is overburdening the Easement Property or using the Easement Property in a way that would restrict Grantor's use or access of the Easement Property, Grantor reserves and shall have the right and authority to require that Grantee redesign, relocate or change the location of the Easement Property and/or any improvements constructed within the Easement Property as may be necessary or desirable in the sole judgment of the Grantor, upon reasonable notice. Grantee shall be solely responsible for the cost of relocation of any improvements.

7. To the extent not prohibited by applicable law, Grantor shall have no liability to Grantee or its employees, guests, invitees, agents or independent contractors for loss of personal property, death or personal injury incurred by Grantee or any such third parties on or about the Easement Property. By acceptance of this easement, Grantee agrees to defend, indemnify and hold harmless Grantor and any subsidiaries and affiliated companies of Grantor, its officers, directors, employees and designated agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, failure to pay employee taxes or withholdings, failure to obtain

Exhibit C

AGENDA ITEM # 4

workers' compensation insurance or otherwise), including legal fees and expenses, of whatever kind or nature to the extent arising out of use of the Easement Property by Grantee, its employees, guests, agents, invitees or independent contractors.

8. Grantee, by acceptance of this easement, hereby agrees to maintain the Easement Property in good repair and shall at all times keep the Easement Property clear of all structures, obstructions, trees, shrubbery, undergrowth and roots or objects that may interfere with the Utilities or the Trail.

9. Grantee agrees to provide reasonable restoration to the Easement Property and surrounding area as a result of its installation, operation, maintenance, repair or reconstruction of the Utilities or the Trail.

10. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with uses of the adjacent property owned by Grantor.

11. The easement conveyed herein shall continue in effect for so long as Grantee shall use the Easement Property for its intended purpose as expressed herein. In the event Grantee abandons or ceases to use the Easement Property for the purposes set forth in this Easement Agreement for a period of six (6) months or longer, all rights herein granted shall be considered abandoned. Upon such abandonment, the parties agree that Grantor shall have the right, without any further authority of Grantee, to record in the Official Records of Bay County, Florida an affidavit describing the abandonment of the easement and declaring this Easement Agreement to be terminated. The parties further agree that such affidavit shall be sufficient and competent evidence of such abandonment and termination without further documentation by either Grantor or Grantee.

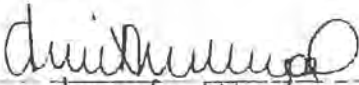
12. Grantor may terminate this Easement Agreement in the event Grantee fails to comply with the terms of this Easement Agreement.

13. The Easement Property is subject to the St. Joe Ecosystem Management Agreement (the "EMA") for Bay and Walton Counties entered into by The St. Joe Company and the Florida Department of Environmental Protection ("FDEP") October 11, 2004, and to the Regional General Permit SAJ-86 ("RGP") covering a regional area inclusive of the Property authorized by the Army Corp of Engineers ("Corps") on June 30, 2004, renewed June 23, 2009 and March 15, 2015. The EMA and RGP (SAJ-86) establish certain guidelines for regulatory permitting of the Easement Property subject to the jurisdiction of the FDEP, the Corps and other applicable governmental agencies and may be reviewed at <http://www.dep.state.fl.us/northwest/StJoeEMA/joema.htm>. Grantee acknowledges and agrees that any permitting contemplated pursuant to the EMA and RGP shall require The St. Joe Company to be a co-applicant under such applications. Grantee agrees to obtain any necessary permits related to wetlands impacts, subsequent mitigation and the management of stormwater or provision of stormwater improvements necessary to support the project in compliance with the EMA and RGP. Grantee shall be solely responsible for any and all costs related to the application for the EMA and RGP permits. Grantee agrees to comply with all applicable laws, rules and regulations, including but not limited to provisions of the EMA and RGP, governing the use and development of any wetlands. In the event Grantee is permitted to fill or otherwise impact any wetlands located on the Easement Property pursuant to the EMA and/or RGP, Grantee agrees not to fill or otherwise impact any wetlands beyond the boundary of that for which a permit is obtained. Furthermore, Grantee acknowledges and agrees that it shall comply with the stormwater management system requirements attached as Appendix E to the EMA. Grantee shall defend, indemnify and hold The St. Joe Company harmless from and in respect to any loss, costs, expenses and damages associated with either (a) the unauthorized filling or impacting of wetlands within or beyond the boundary of the Easement Property, including but not limited to the impacting of wetlands beyond that permitted hereunder, and agrees to promptly restore said property to its original condition prior to filling or impacting pursuant to the written direction of The St. Joe Company and/or applicable governing authorities or (b) Grantee's failure to comply with the RGP or EMA including but not limited to the stormwater management requirements of the EMA.

14. Except as expressly provided in this paragraph, without the prior written consent of Grantor, which consent Grantor may withhold in its sole and absolute discretion, the Grantee shall not assign, transfer or license all or any portion of its interests under this Easement Agreement in any manner and shall not delegate any of its obligations under this Easement Agreement in any manner.


IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement Agreement to be executed on the day and year set forth above.

Signed, seal and delivered
in the presence of


Name: Jennifer Wood

Name: _____

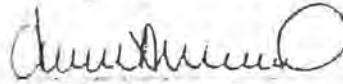
**BREAKFAST POINT COMMUNITY
ASSOCIATION, INC.,**
a Florida not for profit corporation

By: 
Name: Jason Scarborough
Its: Vice President

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 6th day of April, 2017,
by Jason Scarborough of Breakfast Point Community Association, Inc., a Florida not for profit
corporation, who is personally known to me.




(Notary Public - Signature)

CITY OF PANAMA CITY BEACH

By: _____
Mario Gisbert, City Manager

ATTEST:

By: _____
Holly J. White, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____,
2017, by Mario Gisbert and Holly J. White, as City Manager and City Clerk of the City of Panama City
Beach, who are personally known to me.

My commission expires: _____
(Notary Public - Signature)

EXHIBIT "A"
EASEMENT PROPERTY

MULTI USE EASEMENT - BREAKFAST POINT COMMUNITY ASSOCIATION, INC.

A PORTION OF TRACT G, BREAKFAST POINT PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGES 57 THROUGH 64 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF TRACT G, BREAKFAST POINT PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 57 THROUGH 64 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA AND PROCEED NORTH 23 DEGREES 46 MINUTES 42 SECONDS EAST, ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT G, FOR A DISTANCE OF 23.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 23 DEGREES 46 MINUTES 42 SECONDS EAST, ALONG SAID WESTERLY BOUNDARY, FOR A DISTANCE OF 20.05 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT G; THENCE NORTH 78 DEGREES 35 MINUTES 19 SECONDS EAST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID TRACT G, FOR A DISTANCE OF 29.18 FEET TO A POINT MARKING THE NORTHEASTERLY CORNER OF SAID TRACT G (POINT ALSO BEING ON A CURVE CONCAVE TO THE NORTHEASTERLY); THENCE SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 72.13 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 05 MINUTES 49 SECONDS. FOR AN ARC DISTANCE OF 20.27 FEET (CHORD OF SAID ARC BEING SOUTH 19 DEGREES 27 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 20.20 FEET) TO THE SOUTHEASTERLY CORNER OF SAID TRACT G, THENCE SOUTH 78 DEGREES 35 MINUTES 19 SECONDS WEST, FOR A DISTANCE OF 37.55 FEET; THENCE NORTH 70 DEGREES 26 MINUTES 17 SECONDS WEST, FOR A DISTANCE OF 7.02 FEET TO THE POINT OF BEGINNING; CONTAINING 0.016 ACRES, MORE OR LESS.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made effective as of the ___ day of _____, 2017 (the "Effective Date"), by and between **GULF POWER COMPANY**, a Florida corporation, whose address is One Energy Place, Pensacola, Florida 32520-0093 ("Gulf"), as Licensor, and **THE CITY OF PANAMA CITY BEACH**, a municipal corporation of the State of Florida, with Grantee's address being 110 South Arnold Road, Panama City Beach, Florida 32413 (the "Grantee").

WHEREAS, Gulf owns those certain parcels of land of approximately 12.26 acres located in Bay County, Florida identified under parcel identification numbers 34026-000-000 and 34026-010-000 and more particularly described as follows (the "Property"):

The southwest quarter (SW ¼) of the northwest quarter (NW ½) and the north one-half (N ½) and the north one-half (N ½) of the southwest quarter (SW ½) and the west one-half (W ½) of the southeast quarter (SE ½) of section twenty-three (23), Township 3 South, Range 16 West;

WHEREAS, Grantee has requested pedestrian and bicycle ingress and egress access over, on, and across three (3) separate portions of the Property as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Parcel"); and

WHEREAS, Gulf is willing to grant Grantee a non-exclusive right to enter upon the Easement Parcel (the "Easement"), subject to the terms and conditions hereof; and

WHEREAS, Grantee acknowledges and appreciates the risks of coming on the Easement Parcel and agrees that Grantee and all persons under Grantee's direction and control, as well as any other person on the Easement Parcel at the direction or because of Grantee, including, but not limited to its employees, agents, guests, contractors, subcontractors, or invitees, whether invited or uninvited (collectively, the "Invitees") shall at all times exercise due care for their own personal safety and the safety of Invitees on the Easement Parcel and shall fully indemnify Gulf for any damages which may occur on the Easement Parcel and/or are or will be associated this Agreement.

NOW, THEREFORE, in consideration of Gulf's granting such Easement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Gulf and Grantee hereby agree as follows:

1. **Incorporation of Recitals.** Each of the above recitals is true and correct and are incorporated herein by reference.
2. **Term.** Grantee and the Invitees shall be permitted to have access to the Easement Parcel beginning on the Effective Date. Grantee's use is subject to the time and use restrictions set forth in Section 3 below. This Agreement shall terminate upon either i) Gulf's right of termination or relocation, as further described in this Section 2 or ii) automatically upon Grantee's abandonment and/or non-use of the Easement Parcel for a period of one hundred sixty (160) days or more (the "Term").

Exhibit D

AGENDA ITEM #

4

In the event that Grantee breaches any of the terms and conditions described in this Agreement, then Gulf has the right to terminate this Agreement, in Gulf's sole and absolute discretion, upon ninety (90) days prior written notice to Grantee of such termination.

Gulf hereby reserves the right to inspect the Easement Parcel at any time in order to assess Grantee's use of the Easement Parcel. Gulf further reserves the right to impose additional limitations and/or restrictions on Grantee's use of the Easement Parcel in the event that Gulf decides, in Gulf's absolute and sole discretion, that Grantee or Grantee's Invitees are overburdening the Easement Parcel (or the Property) or using the Easement Parcel (or the Property) in a way that would restrict Gulf's use and/or access of the Easement Parcel or the Property. In the event that Gulf determines, in Gulf's sole discretion, that additional limitations and/or restrictions should be placed on the Easement Parcel (or the Property), then Gulf and Grantee shall use commercially reasonable efforts to execute an amendment to this Agreement memorializing such additional limitations and/or restrictions. In the event that Gulf determines that Grantee or Grantee's Invitees have used the Easement Parcel (or the Property) in a way that would restrict Gulf's use and/or access of the Easement Parcel or the Property, including, without limitation, Gulf's ability to relocate any of Gulf's facilities on the Easement Parcel or the Property, then Grantee shall be permitted to relocate the Easement Parcel to a mutually acceptable location, upon execution of a new easement agreement with Gulf.

3. **Time and Use.** The Easement Parcel may be used by the Grantee and the Invitees solely for construction, operation, maintenance and repair of a pedestrian and bicycle ingress and egress trail during the Term (the "Permitted Improvements"). No vehicles, vendors, exhibitors, trailers, or machinery shall be permitted on the Easement Parcel, except for construction, maintenance, and emergency purposes. There shall be no use or act by Grantee or the Invitees which is in violation of any law, rule, or ordinance established by any federal, state, municipal or local governmental or regulatory agency. Grantee shall not permit any use of the Easement Parcel which would cause a disruption or which would be offensive or harmful in Gulf's sole discretion. Grantee shall have no right to alter, make, or construct any improvements, stormwater and drainage facilities, and/or landscaping on the Easement Parcel, other than the Permitted Improvements, without Gulf's prior written consent, which consent may be withheld in Gulf's sole, but reasonable, discretion. Any alterations or construction of improvements, stormwater and drainage facilities, and/or landscaping on the Easement Parcel, other than the Permitted Improvements described herein, shall be pursuant to a separate written agreement by and between Gulf and Grantee with terms acceptable to Gulf, in Gulf's sole, but reasonable discretion.

4. **Repairs.** Grantee shall repair and pay for any property damage caused by Grantee to any part of the Easement Parcel. This obligation for repair includes, but is not limited to, vegetation reestablishment, and any damage to the soil, or sub-soil caused by Grantee, or its Invitees. Grantee shall be responsible for maintaining the repaired damage for the first twelve (12) months after completion of repairs and after vegetation is fully established. Gulf understands and acknowledges that Grantee intends to use the Easement Parcel for pedestrian and bicycle ingress and egress pathways/trails. Grantee acknowledges that Grantee's repair obligation of the Easement Parcel extends to the repair of any damage or destruction of the pedestrian and bicycle ingress and egress pathways and/or trails caused by Gulf during Gulf's repair and/or maintenance of Gulf's utilities and/or facilities on the Easement Parcel.

5. **Insurance.** Throughout the term of this Agreement, Grantee shall maintain documentation of the following applicable insurance requirements at their principal office located at 110 South Arnold Road, Panama City Beach, FL 32413. (Check applicable provisions)

- a. Comprehensive General Liability with limits of not less than \$1,000,000.00 General Liability per occurrence per accident, incident, injury or death;
- b. Contractual Liability covering liability assumed by Grantee under the indemnification provisions contained in this Agreement;
- c. Broad Form Property Damage, Personal Injury coverage, Employees as additional Insured, Blanket Explosion, Collapse and Underground coverage;
- d. Comprehensive Automobile Liability covering the use of all owned, non-owned, or hired vehicles with limits of liability of at least \$300,000.00 bodily injury and \$50,000.00 property damage;
- e. Standard homeowners insurance policy containing general liability coverage in the amount of at least \$300,000.00.

Each such policy or certificate shall contain a provision that it is not subject to change or cancellation until thirty (30) days prior written notice has been given to Gulf by the insurance company.

6. **Assumption of Risk.** Grantee acknowledges that Gulf shall not be responsible for the personal safety of the Invitees or any persons on or about the Easement Parcel, or for any damage to or theft of vehicles or the contents thereof, located on or about the Easement Parcel, and Grantee shall advise the Invitees that their use of the Easement Parcel is at their own risk. In particular, Grantee acknowledges that Gulf shall not be responsible for any personal injury, loss or damage to personal property resulting from any Invitees entering or leaving the Easement Parcel.

7. **Security.** Grantee shall be solely responsible for providing its own security at all times on and around the Easement Parcel and areas used by Grantee, its employees, agents, representatives, independent contractors, and Invitees, as may be necessary to ensure their safety.

8. **Maintenance.** Grantee shall, at its expense and at all times during the Term, maintain the Easement Parcel in a clean, neat, safe and sanitary condition. Grantee shall repair all damage to the Easement Parcel that occurs during the Term, and shall restore the Easement Parcel to the condition that existed as of the commencement of the Term, including removal of all trash and debris.

9. **Safety.** Grantee shall take all necessary precautions for the safety of its employees, and all other persons who may at any time and for any reason come upon the Easement Parcel. Grantee shall comply with and shall cause each of its employees, customers, and invitees to comply with all applicable provisions of Federal, State and Local occupational safety and health laws, building and safety codes, and environmental regulations to prevent accidents, injuries to persons or damage to property.

10. **Notice and Notice Requirement.** Grantee recognizes that Gulf's equipment in, on and around Gulf's fee owned transmission right of way carries electricity at high voltage and that the possibility always exists of damage and /or injury to persons and /or property from such electricity. Grantee shall specifically and adequately warn each and every Invitee of Grantee, and its contractors, invitees, an/or agents, of the dangers inherent in making contact with Gulf's equipment before such

employees, contractors, invitees, an/or agents are permitted to perform any work on land adjacent to Gulf's facilities. Grantee agrees and covenants to warn all persons of whom the Grantee knows or should reasonably anticipate that for any reason may resort to the vicinity of Gulf's conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated, and (d) dangerous.

11. **Release and Indemnity.** Grantee hereby agrees to indemnify and hold harmless Gulf and its parent company, affiliates, employees, agents, officers and directors ("Indemnitees") for claims brought from all claims, causes of action, judgments, and liabilities asserted against Indemnitees, including claims for bodily injury, death, and property damage (including attorneys' fees and legal expenses), but only to the extent that they arise from or are found to result from Grantee's breach of this Agreement and/or from the sole negligence, gross negligence, or willful, wanton, or intentional misconduct of the Grantee, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third party agents of Grantee, who shall be required by Grantee to provide their own indemnification. This indemnification shall not be construed as a waiver of the Grantee's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the Grantee could be liable under the common law interpreting the limited waiver of sovereign immunity. An action may not be instituted on a claim against the Grantee unless the claimant presents the claim in writing to the City Manager within three years after such claim accrued or the City Manager denies the claim in writing. For purposes of this paragraph, the requirements of notice to the City Manager and denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. Notwithstanding any other provisions of this paragraph, the value of this indemnification and hold harmless is limited to the maximum sum of \$300,000 as a result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of \$200,000 for any one claim or judgment or portions thereof. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the Grantee to only those damages caused by the Grantee's sole negligence, and shall specifically exclude any attorney's fees or costs associated therewith.

To the extent not prohibited by applicable law, Grantee, for itself and on behalf of its invitees who make use of the Easement Parcel ("Releasors"), does hereby release, acquit and forever discharge Gulf, its parent company and affiliates, and each of Gulf's employees, agents, officers, and directors ("Releasees") of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses, and claims and demands of whatsoever kind or nature including claims for bodily injury, death, and property damage (including attorneys' fees and legal expenses) which Releasors now have or may ever have against Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by Releasors or the property of Releasors occurring on, at or about the Easement Parcel, resulting from any events concerning the ingress and egress access to the Easement Parcel, and whether in law or in equity and whether brought or asserted against Releasees now or in the future, except for any of the foregoing caused by the willful, wanton, or wrongful act of Gulf or its employees or agents.

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

13. **Authority.** Grantee and Gulf represent that they have the full right, power and authority to enter into this Agreement on behalf of Grantee and Gulf, respectively.

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

15. **Time.** **TIME IS OF THE ESSENCE** with respect to Grantee's obligation to timely and faithfully perform all of Grantee's obligations under this Agreement.

16. **Injunctive Relief.** In the event of any violation or threat of violation by Grantee of any of the terms and conditions of this Agreement, Gulf shall have the right to enjoin such violation or threatened violation in a Court of competent jurisdiction. This right of injunctive relief shall be in addition to any and all other remedies available under statute, law, or equity.

17. **Successor and Assigns.** The covenants, conditions and restrictions set forth in this Agreement inure to the benefit of and bind the respective successors and assigns of the parties hereto.

18. **Miscellaneous.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, unconscionable, or unenforceable provision had never been contained herein.

19. **Authority; Binding Effect.** The person signing this Agreement on behalf of Grantee represents and warrants that this Agreement has been duly authorized by Grantee and constitutes the valid and binding obligation of Grantee, and that the obligations of Grantee hereunder are binding upon its employees, agents, representatives and independent contractors.

20. **Entire Agreement.** The terms and conditions of this Agreement are the entire agreement and understanding of the parties. Grantee acknowledges that it has read this Agreement and understands its provisions and agrees to utilize the Easement Parcel subject to the terms of this Agreement. No change in the terms of this Agreement may be made unless it is in writing and signed by both Gulf and Grantee.

21. **Counterparts; Facsimile Copies.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by the parties hereto may be evidenced by the transmission of facsimile or email copies; provided that each party shall promptly forward to the other party a copy hereof with its original signature.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Gulf and Grantee have executed this Agreement as of the Effective Date.

GULF:

Signed, sealed and delivered
in the presence of:

GULF POWER COMPANY, a Florida corporation

Sign: _____
Print: _____

By: _____
Jim Fletcher
Vice President External Affairs
and Corporate Services

Sign: _____
Print: _____
(as to both signatures)

Attest: _____
Sharon A. Jordan
Its Assistant Secretary

(Corporate Seal)

Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Jim Fletcher and Sharon A. Jordan, Vice President External Affairs and Corporate Services and Assistant Secretary, respectively, of Gulf Power Company, a Florida corporation, on behalf of the corporation. They are personally known to me, or have provided valid Florida Driver's Licenses as identification, and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires: _____
My Commission Number: _____

4

GRANTEE:

THE CITY OF PANAMA CITY BEACH, a
political Subdivision of the State of Florida

Sign: _____
Print: _____

Sign: _____
Print: _____
(as to both signatures)

By: _____
Name: _____
Its: _____

(Official Seal)

Attest: _____
By: _____
Its City Clerk

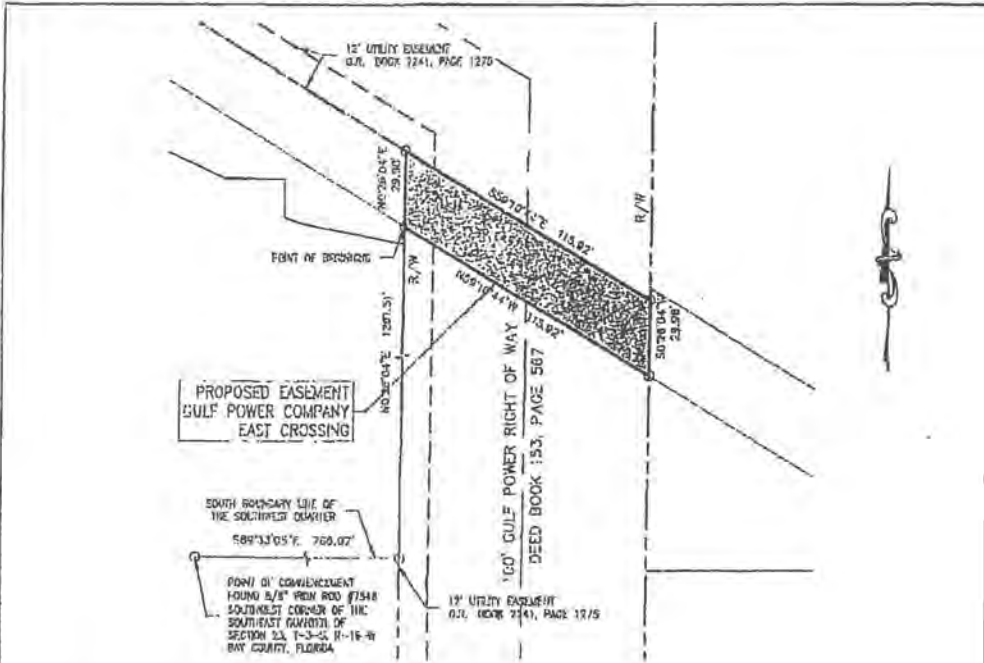
STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as _____ of The City of Panama City Beach, a municipal corporation of the State of Florida, on behalf of the City, who is personally known to me or who produced a valid driver's license as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____

\\BI-Data01\Prodocs\346-70361\898545.doc

EXHIBIT "A"
(the "Easement Parcel")



SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/80, U.S. SURVEY FEET.
2. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY / PREBLE-RISH, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THIS IS NOT A BOUNDARY SURVEY.

MULTI USE PATH EASEMENT - GULF POWER COMPANY - EAST CROSSING

A PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD AND CAP NO. 7548, MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED SOUTH 89 DEGREES 33 MINUTES 05 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 766.87 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE 100 FOOT GULF POWER COMPANY RIGHT OF WAY AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA; THENCE LEAVING SAID SOUTH BOUNDARY LINE PROCEED NORTH 00 DEGREES 26 MINUTES 04 SECONDS EAST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 1261.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 26 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 29.98 FEET; THENCE LEAVING SAID WEST BOUNDARY LINE PROCEED SOUTH 58 DEGREES 10 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 115.92 FEET TO A POINT ON THE EAST BOUNDARY LINE OF GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 00 DEGREES 26 MINUTES 04 SECONDS WEST, ALONG SAID EAST BOUNDARY LINE, FOR A DISTANCE OF 20.98 FEET; THENCE LEAVING SAID EAST BOUNDARY LINE PROCEED NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 115.92 FEET TO THE POINT OF BEGINNING, CONTAINING 0.060 ACRES, MORE OR LESS.

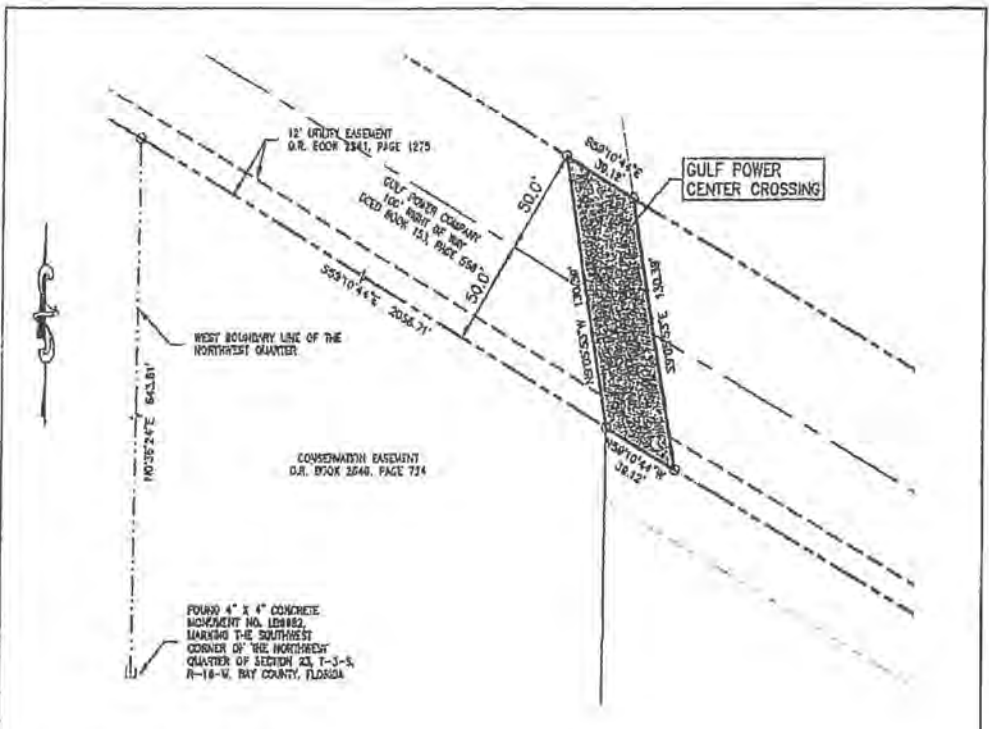


DAVID JOH. BARTLETT, P.E. DATE SIGNED
PROFESSIONAL SURVEYOR & MAPPER No. 15402B

Dewberry PREBLE-RISH
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32408
PHONE: 850.622.0544 FAX: 850.622.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LH 8011

SKETCH OF DESCRIPTION MULTI USE PATH EASEMENT GULF POWER COMPANY EAST CROSSING PANAMA CITY BEACH BAY COUNTY, FLORIDA	DRAWING DATE: 8/01/2016	PROJECT NO. 50082146
	BY: DJB	APPROVED BY: S1
SCALE: 1"=50'		

2016-0027-15 - Multi-use Path Easement - Gulf Power Center Crossing - Panama City Beach, FL - 5/1/2016 - 12:30pm - N. Church



SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET.
2. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY / PRIBBLE-RISH, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THIS IS NOT A BOUNDARY SURVEY.

MULTI USE PATH EASEMENT - GULF POWER COMPANY - CENTER CROSSING

A PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

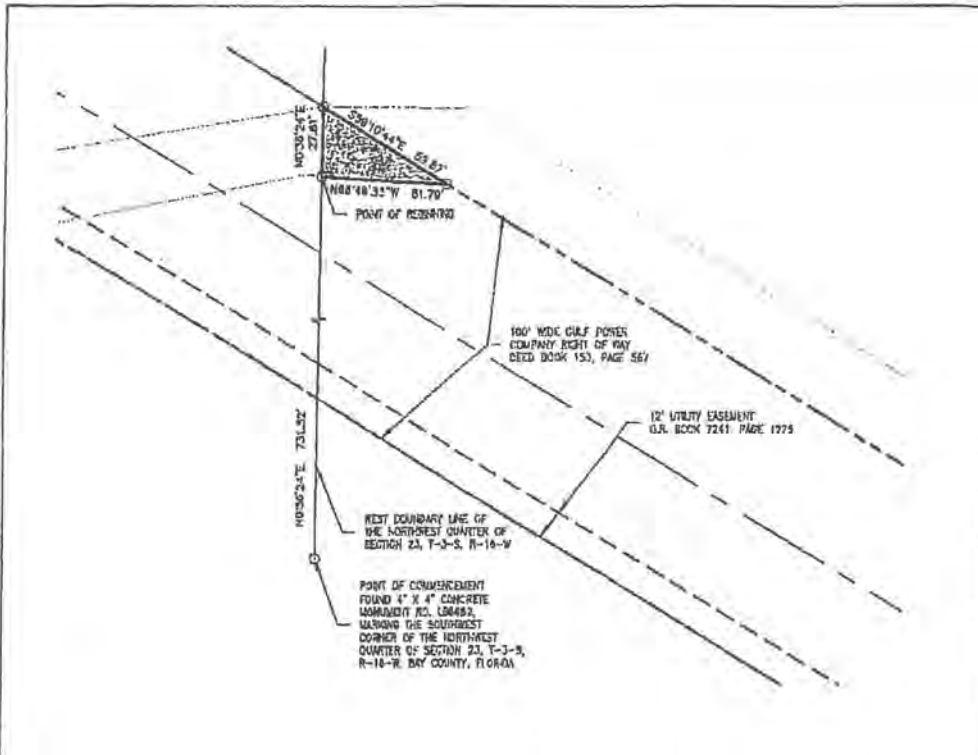
COMMENCE AT A 4" BY 4" CONCRETE MONUMENT NO. LB6682, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 00 DEGREES 38 MINUTES 21 SECONDS EAST, ALONG THE WEST BOUNDARY LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 843.01 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF A 100 FOOT GULF POWER COMPANY RIGHT OF WAY AS RECORDED IN DEED BOOK 153, PAGE 568 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA (POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF A CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2648, PAGE 724 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA); THENCE LEAVING SAID WEST BOUNDARY LINE PROCEED SOUTH 59 DEGREES 10 MINUTES 44 SECONDS EAST, ALONG SAID BOUNDARIES, FOR A DISTANCE OF 2056.71 FEET TO THE NORTHEAST CORNER OF SAID CONSERVATION EASEMENT FOR THE POINT OF BEGINNING, THENCE LEAVING SAID SOUTH BOUNDARY PROCEED NORTH 8 DEGREES 05 MINUTES 53 SECONDS WEST, FOR A DISTANCE OF 130.39 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID 100 FOOT GULF POWER COMPANY RIGHT OF WAY. THENCE SOUTH 59 DEGREES 10 MINUTES 44 SECONDS EAST, ALONG SAID NORTH BOUNDARY LINE, FOR A DISTANCE OF 39.12 FEET; THENCE LEAVING SAID NORTH BOUNDARY PROCEED SOUTH 9 DEGREES 05 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 130.39 FEET TO A POINT ON THE AFDRESAID SOUTH BOUNDARY LINE OF THE 100' GULF POWER COMPANY RIGHT OF WAY; THENCE NORTH 59 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG SAID SOUTH BOUNDARY LINE, FOR A DISTANCE OF 39.12 FEET TO THE POINT OF BEGINNING. CONTAINING 0.089 ACRES, MORE OR LESS.



DAVID JOHN WARTLE P.S.M. DATE SIGNED
 PROFESSIONAL SURVEYOR & MAPPER No. LS4078

Dewberry PRIBBLE-RISH
 203 ABERDEEN PARKWAY
 PANAMA CITY, FLORIDA 32405
 PHONE 850.822.0864 FAX 850.822.1011
 WWW.DWBRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

SKETCH OF DESCRIPTION MULTI USE PATH EASEMENT GULF POWER COMPANY CENTER CROSSING PANAMA CITY BEACH BAY COUNTY, FLORIDA	DRAWING DATE:	PROJECT NO.
	7/28/2016	50082146
	BY:	
	DJB	
APPROVED BY:	S1	
	SCALE: 1"=60'	FCR



Dewberry's name: D:\2016\24 - Utilities\24 - Panama City Beach\24 - Multi-Use Path\24 - Multi-Use Path.dwg Date: 8/01/2016 11:30:00 AM

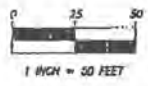
SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET.
2. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY / PREBLE-RISH, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THIS IS NOT A BOUNDARY SURVEY.

MULTI USE EASEMENT - GULF POWER COMPANY - WEST CROSSING

A PARCEL OF LAND LYING AND BEING IN THE WEST HALF OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" BY 4" CONCRETE MONUMENT NO. LB6602 MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23 AND PROCEED NORTH 00 DEGREES 36 MINUTES 24 SECONDS EAST, ALONG THE WEST BOUNDARY LINE OF SAID NORTHWEST, FOR A DISTANCE OF 731.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 36 MINUTES 24 SECONDS EAST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 27.81 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF THE 100 FOOT GULF POWER COMPANY RIGHT OF WAY AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA; THENCE SOUTH 59 DEGREES 10 MINUTES 44 SECONDS EAST, ALONG SAID NORTH BOUNDARY LINE, FOR A DISTANCE OF 59.87 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE PROCEED NORTH 86 DEGREES 48 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 51.79 FEET TO THE POINT OF BEGINNING. CONTAINING 0.016 ACRES, MORE OR LESS



DAVID JIM BARTLETT, P.S.M. DATE SIGNED
 PROFESSIONAL SURVEYOR & MAPPER No. LS4010

<p>203 ABERDEEN PARKWAY PANAMA CITY, FLORIDA 32405 PHONE: 850.522.0844 FAX: 850.522.1011 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION No. LB 6011</p>	SKETCH OF DESCRIPTION MULTI USE PATH EASEMENT GULF POWER COMPANY WEST CROSSING PANAMA CITY BEACH BAY COUNTY, FLORIDA		DRAWING DATE: 8/01/2016	PROJECT NO. 50082146
			BY: D.B.	
			APPROVED BY: FOR	S1
			SCALE: 1"=50'	

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

No. BA # 38

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-7201-572.65-90	Construction in Progress	228,000.00	25,000.00	253,000.00
FROM	001-8100-999.95-00	Reserves Restricted	1,504,891.00	(25,000.00)	1,479,891.00
			0.00	0.00	0.00
		Check Adjustment Totals:	1,732,891.00	0.00	1,732,891.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate additional recreation impact fees for Gayle's Trails east extension for various costs associated with obtaining the necessary easements to move the project forward

ROUTING FOR APPROVAL

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

Exhibit AGENDA ITEM # 4

REGULAR #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department

2. MEETING DATE:

May 25, 2017

3. REQUESTED MOTION/ACTION:

We respectfully request approval to hire two full-time certified Police Officers.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

We are requesting approval for two full-time certified Police Officers at a cost of approximately \$131,781.00. This cost includes everything needed for the remainder of the fiscal year. These additional Officers will help with answering calls for service and servicing the community as a whole.

RESOLUTION 17-97

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO FUND THE HIRE OF TWO FULL TIME POLICE OFFICERS IN THE AMOUNT OF \$131,850; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The following budget amendment (# 35) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit A, to appropriate funds from reserves to hire two full time police officers.
2. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 25 day of May, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk

AGENDA ITEM # 5

Resolution 17-97

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

No. BA # 35

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.12-10	Salaries Regular	3,601,000.00	25,000.00	3,626,000.00
TO	001-2101-521.14-10	Overtime	495,270.00	4,500.00	499,770.00
TO	001-2101-521.21-10	FICA	320,892.00	2,300.00	323,192.00
TO	001-2101-521.22-20	Retirement Sworn	650,502.00	5,600.00	656,102.00
TO	001-2101-521.23-10	Insurance Health	502,000.00	2,160.00	504,160.00
TO	001-2101-521.23-20	Insurance Dental	24,000.00	100.00	24,100.00
TO	001-2101-521.23-30	Insurance Life	4,600.00	40.00	4,640.00
TO	001-2101-521.45-10	Insurance Liability	208,000.00	2,250.00	210,250.00
TO	001-2101-521.52-10	Operating Supplies	110,080.00	6,800.00	116,880.00
TO	001-2101-521.60-10	Capital Outlay < \$5,000	200,748.00	15,900.00	216,648.00
TO	001-2101-521.64-20	Machinery and Equipment	315,674.00	67,200.00	382,874.00
FROM	001-8100-999.95-00	Reserves Restricted	1,587,991.00	(83,100.00)	1,504,891.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	12,196,895.00	(48,750.00)	12,148,145.00
		Check Adjustment Totals:	20,217,652.00	0.00	20,217,652.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds to hire (2) additional FT police officers

ROUTING FOR APPROVAL

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

Exhibit A

AGENDA ITEM #

5

BUDGET AMENDMENT - POLICE OFFICER

ANNUAL

Base salary	17.35 per hour * 2080	36,088	12,492	pro-rated for remaining pay periods in FY - 9
Overtime	26.03 per hour * 250	6,508	2,253	
Benefits				
	FICA @ 7.65%	3,259	1,128	
	Retirement @ 19.0%	8,093	2,801	
	Insurance - health, dental, life and STD	6,831	1,138	assume hired in May -therefore coverage starts Aug 1
	WC Insurance @ 4.42%	3,259	1,128	pro-rated for remaining pay periods in FY - 9
Operating supplies	Uniforms, basic supplies - flashlight, traffic cones, etc.	<u>3,400</u>	<u>3,400</u>	issue upon hire therefore no pro-ration
Subtotal	unrestricted reserves	<u>67,436</u>	<u>24,340</u>	
Capital costs	patrol vehicle - Explorer	28,000	28,000	issue upon hire therefore no pro-ration
	emergency equipment - lights, siren, cage, etc.	5,600	5,600	
	vests active shooter & ballistic	1,000	1,000	
	radios and related accessories	3,300	3,300	
	laptop	1,600	1,600	
	handgun	500	500	
	rifle	750	750	
	taser	<u>800</u>	<u>800</u>	
Subtotal	restricted reserves	<u>41,550</u>	<u>41,550</u>	
Total per Officer		<u>108,986</u>	<u>65,890</u>	
# of Approved Officers - 2		<u>217,973</u>	<u>131,781</u>	

Panama City Beach Police Department

17110 Firenzo Street
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850)233-5013

www.beachpolice.org

May 15, 2017

Chief Drew Whitman
Chief of Police

RE: New Officer Cost

The following is a list of items needed to equip a newly hired patrol officer and the initial cost associated with each hiring. Attached is a list of Procurement Issued Items and the cost associated with those items.

Salary	\$36,088.00 ✓	
Police Vehicle	\$25,000.00	
Over-time Pay (approx. 250hrs)	\$6,505.00 ✓	
Active Shooter Vest	\$300.00	
Total:	\$67,893.00	


Wayne Maddox
Patrol Division Commander

"Dedicated to Excellence"

AGENDA ITEM # 5

located in...
placed under grant - 33001...

PANAMA CITY BEACH POLICE DEPARTMENT
Procurement Issued Items

1000

PRIMARY EQUIPMENT	COST	SUB-TOTAL	REPORT & ENFORCEMENT GEAR	COST	SUB-TOTAL
1 Radio	\$4,100.00	\$4,100.00	1 Digital Camera	\$50.00	\$50.00
1 Radio Handheld Microphone	\$91.00	\$91.00	1 Citation Holder	\$25.00	\$25.00
1 Radio Battery	\$33.00	\$33.00	1 Report Holder	\$40.00	\$40.00
1 Radio Charger	\$50.00	\$50.00	1 ToKa restraint	\$20.00	\$20.00
1 Short Antenna	\$25.50	\$25.50	2 Handcuffs	\$30.00	\$60.00
1 Long Antenna	\$35.75	\$35.75	1 Fingerprint kit	\$35.00	\$35.00
1 Radio Clip	\$28.00	\$28.00	1 OC Spray	\$15.00	\$15.00
1 Laptop Computer	\$800.00	\$800.00	1 Binoculars	\$30.00	\$30.00
1 Handgun (Maddox)	\$500.00	\$500.00	2 SD Card	\$15.00	\$30.00
1 Magazine (Maddox)	\$8.00	\$8.00	1 Flashlight Stinger 75713	\$110.00	\$110.00
1 Magazine Holder	\$32.00	\$32.00			
1 Gun Holster	\$150.00	\$150.00	VEHICLE EQUIPMENT		
1 Rifle	\$750.00	\$750.00	1 Fire Extinguisher	\$53.00	\$53.00
1 Taser	\$800.00	\$800.00	1 Push Broom	\$23.50	\$23.50
1 Badge	\$91.00	\$91.00	1 5-Traffic Flares and 1-Fire Container	\$17.00	\$17.00
1 Nametag	\$23.77	\$23.77	1 Jumper Cables	\$28.00	\$28.00
1 I-Clip-on ID card, 1-Wallet ID card	\$0.00	\$0.00	1 Traffic Vest	\$64.00	\$64.00
1 I-E key, 1-Flog pole key, 1-City lock key	\$0.00	\$0.00	1 Traffic Wand	\$22.00	\$22.00
1 Ballistic Vest	\$650.80	\$650.80	1 Stinger Spike System	\$484.00	\$484.00
UNIFORMS ISSUED			1 4-way lug wrench	\$13.00	\$13.00
1 Set Collar Brass (10.00 each side)	\$20.00	\$20.00	1 Slim Jim	\$16.00	\$16.00
1 Whistle Chain	\$4.50	\$4.50	1 Printer	\$50.00	\$50.00
1 Winter Jacket (JA 102)	\$90.00	\$90.00	5 Traffic Cones	\$10.00	\$50.00
1 Windbreaker	\$46.00	\$46.00	1 Active Shooter Kit	\$300.00	\$300.00
1 Rain Coat	\$76.65	\$76.65	FIRST RESPONSE EQUIPMENT		
1 Rain Pants	\$60.00	\$60.00	1 Ambu bag/Hope Bag	\$18.00	\$18.00
3 Summer shirts (After FTO for new hires)	\$60.00	\$180.00	1 Life Vest	\$100.00	\$100.00
3 Shorts	\$48.00	\$144.00	1 First Aid kit	\$10.00	\$10.00
1 L/S shirts	\$38.00	\$38.00	1 Sharps Container	\$5.00	\$5.00
3 S/S shirts	\$38.00	\$114.00	1 CO2 Cartridge	\$17.00	\$17.00
3 Uniform Pants	\$42.50	\$212.50	1 CPR Mask	\$10.00	\$10.00
3 Black T-shirts	\$12.00	\$36.00			
3 Gray HDUs	\$30.00	\$90.00			
1 Bull Cap & Bennie	\$20.00	\$20.00			
1 Int Badge	\$61.00	\$61.00			
1 Dress Hat	\$40.00	\$40.00			
1 Dress Uniform Pants	\$42.50	\$42.50			
1 Dress Uniform Shirt	\$42.00	\$42.00			
1 Dress Tie	\$7.00	\$7.00			
1 Service Bar	\$5.00	\$5.00			
1 Patriot Ribbon	\$5.00	\$5.00			
1 Mourning Band	\$5.00	\$5.00			
1 Longevity Patch	\$5.00	\$5.00			
			Total	\$11,208.47	

Total \$11,208.47

Date Issued/Inspected _____

Supervisor Signature D. F. F...

Officer Signature oper supplies

*Furnished w/ purchase
impact form - 7841 05*

REGULAR #6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department

2. MEETING DATE:

May 25, 2017

3. REQUESTED MOTION/ACTION:

We respectfully request the purchase of: #1)Three (3) Honda Rancher ATV's #2) One (1) new 911 phone system #3) Over-time salaries.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

We respectfully request to use the reimbursement fund from the Tourist Development Council Law Enforcement Operations and Equipment, for over-time salaries and for the purchase of:

- #1)Three (3) Honda Rancher ATV's
- #2) One (1) new 911 phone system
- #3) Over-time salaries

The total cost for these items is \$210,000.00. These items are needed to better serve the community and visitors during peak seasons and special events.

RESOLUTION 17-98

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA, AUTHORIZING BUDGET AMENDMENTS TO REFLECT THE RECEIPT OF FUNDS FOR BEACH PATROL AND TOURISM RELATED POLICE SERVICES; AND APPROVING THE PURCHASE OF 3 ATVS FROM GHC MOTORSPORTS IN THE BASIC AMOUNT OF \$23,271 FROM THOSE FUNDS.

WHEREAS, the City is receiving approximately \$332,500 (\$210,000 for police, \$122,500 for lifeguards) from the TDC for beach patrol and tourism related police services, some but not all of which funds were already anticipated in the City's budget; and

WHEREAS, the Chief of Police recommends use of the funds for his department to purchase 3 ATVs, and additional console systems and to reimburse the City for police department overtime and benefits incurred during special events and peak season; and

WHEREAS, the City opened bids for the purchase of ATVs on October 25, 2016, in which GHC Motorsports was the successful bidder, and which purchase the City desires and is able to immediately piggyback now.

BE IT RESOLVED by the City Council of the City of Panama City Beach 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 GHC Motorsports relating to the purchase of three 2017 Honda Rancher Fourtraxs to be used by the Police Department, in the basic amount of Twenty Three Thousand Two Hundred Seventy One Dollars (\$23,271), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit A and presented to the Council today, draft dated October 11, 2016, 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 (#36) 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 receipt and expenditure of funds for the purposes stated herein.
3. The following budget amendment (#37) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit C, to reflect receipt and expenditure of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

Resolution 17-98

AGENDA ITEM # 16

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk

Resolution 17-98

2

AGENDA ITEM # _____

6

Panama City Beach Police Department

17115 Panama City Beach Parkway
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850)233-5013

www.beachpolice.org

1.) 2017 Honda Rancher Fourtrax Four-wheel Drive / Automatic Transmission / Liquid Cooled / Slate Blue-Gray / Lockable Front & Rear Storage Boxes Installed / Delivery Fees	\$7,757.00 each x 3 =	\$23,271.00
2.) Emergency Micro Lights	\$795.00 each x 3 =	\$2,385.00
3.) Police Decal Boards from Press Print	\$99.50 each x 3 =	\$298.50
4.) Police Decal Lettering	\$95.00 each x 3 =	\$285.00
Total:	=	\$26,239.50

"Dedicated to Excellence"

AGENDA ITEM # 6

Exhibit A

GHC Motorsports

Call Us first, for all of your powersports needs.

PHONE (800) 281-7188 (863) 699-2453 WWW.GHCMOTORSPORTS.COM

Corporate Office	614 U.S. 27 South Lake Placid, FL 33852	Mailing Address	614 U.S. 27 South Lake Placid, FL 33852
Direct	863-699-2453		Fax 863-699-2639

PURCHASE QUOTE SHEET

DATE 3-Oct-16 PAGE 1 of 1

REQUESTING AGENCY: Panama Beach Police Department

CONTACT PERSON: Captain Rich Mcclanahan

PHONE NUMBER: 850-381-5161

FAX NUMBER: _____ e-mail rmccclanahan@beachpolice.org

2017 Honda Rancher Fourtrax
Four Wheel Drive/ Automatic Transmission/ Blue/ Liquid Cooled

MODEL: TRX420FA2 SPECIFICATION # _____

BASE PRICE: \$7,384.00

OPTION #	DESCRIPTION	COST
	unit will have power steering	
<u>08L52-HN8-100B</u>	<u>Rear Cargo Lockable Storage Box</u> <u>Installed</u>	<u>\$198.65</u>
<u>08L52-HN8-100A</u>	<u>Front Cargo Lockable storage Box</u> <u>Installed</u>	<u>\$174.35</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL OF OPTIONS:	<u>\$373.00</u>
EXTENDED WARRANTY:	
SUB TOTAL	<u>\$7,757.00</u>

TAX			
FLORIDA REGISTRATION		Tax Exempt	
	QTY 2	Self Register	
		=	<u>\$15,514.00</u>

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments: all prices include all shipping costs/ this is the delivered to your door price

Cowell Powersports, d/b/a GHC Motorsports FEID # 59-3024162

VEHICLE QUOTED Cory Cole, General/Sales Manager 863-699-2453
 "I Want to be Your Powersports Provider"
cole.ghcfl@yahoo.com

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	187809
Customer No.	PANBCHPOL

Bill To
PANAMA CITY BEACH POLICE DEPARTMENT 17110 FIRENZO STREET PANAMA CITY BEACH, FL 32413

Ship To
PANAMA CITY BEACH POLICE DEPARTMENT 17110 FIRENZO STREET PANAMA CITY BEACH, FL 32413

Contact: CAPT RICH MCCLANAHAN
 Telephone: 850-233-5000
 E-mail:

Contact: CAPT RICH MCCLANAHAN
 Telephone: 850-233-5000
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/03/16	GROUND	FOB DEST		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
MIKE METTILLE		MIKE METILLE-Jacksonville	CAPT RICH MCCLANAHAN	85-8012646470C-9	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
20	20	Y	MCRNSB WEC BLUE MICRON WITH BLACK FLANGE, SURFACE MOUNT Warehouse: JACK	65.0000	1,300.00
2	2	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: JACK	145.0000	290.00
2	2	Y	SAK1 WEC UNIVERSAL SPEAKER BRACKET Warehouse: JACK	0.0000	0.00
THIS PRICE INCLUDES SHIPPING					
Approved By: _____					
<input type="checkbox"/> Approve All Items & Quantities					
Quote Good for 30 Days					

Print Date	10/03/16
Print Time	12:21:00 PM
Page No.	1

Subtotal	1,590.00
Freight	0.00
Order Total	1,590.00

Printed By: MIKE METTILLE

AGENDA ITEM # 6



■ 3M Sapphire Blue

■ 3M Silver

Vinyl: 3M 50 Series
 Quantity: 6 (1 of each)
 Price: \$99.50 ea x 2 = \$199.00
 Installation: None

Sides: 1
 Substrate: Dibond
 Size: As Noted
 Notes: None

pressprint GRAPHICS

9110 Panama City Beach Pkwy. 850.249.3700 850.249.3710
 www.pressprintgraphics.com info@pressprintgraphics.com

Panama City Beach Police Department
 Company/Client

Panama City Beach Police Department
 Bill To (If Different from Above)

B. H.
 Designer

10/03/2016
 Date

- Item 1 of 1
 Job Order # - Item #

- Revise
Revisions required as noted. Understanding any charges after this point may incur charges. Please refer to Press Print Graphics, LLC Policy.
- Approved with Changes/Corrections
Approved by production after revisions are made. No additional proof required.
- Approved
Approved to print as is. Understanding charges after this point may incur charges.

Please Sign Here & Return via Fax or Email

FOR INTERNAL USE ONLY

- Pickup
- Install
- Deliver
- Ship

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9210 Panama City Beach Parkway
Panama City Beach, FL. 32407

Phone: (850) 249-3700

Fax: 850-249-3710

Bill To:

Panama City Beach Police Dept

Invoice

Invoice #: 13859

Date: 11/1/2016

Ship To:

Panama City Beach Police Dept

Customer Contact		P.O. Number	Terms	Due Date	Order #
				11/1/2016	10511
Quantity	Substrate	Description		Price Each	Amount
1	Dibond Signs	2 Sets of 6 Signs at Various Sizes for ATV		190.00	190.00

Thank You For Your Business!

The purchaser hereby grants Press Print Graphics a security interest in the property described in the invoice. Purchaser agrees to pay a service charge of 1.5% per month (18% annual rate) on any balance that is not paid within the time provided on the invoice. In the event that either party brings an action at law or any other proceeding against the other party to ensure any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or proceeding shall be paid all cost, and reasonable attorneys' fees by the other party in such amounts as shall be set by the court, at trial and on appeal.

Product is hereby accepted as described above in good condition. Balance due will be paid within the terms shown.

Authorized Signature: _____

Date: _____

Subtotal	\$190.00
Sales Tax (6.5%)	\$0.00
Payment Received	\$0.00
TOTAL DUE:	\$190.00

AGENDA ITEM # 6

Ads, Bids and RFQ's

Notice to Bid- PCBPD ATVs

RFP Number: 102516.atv
Start Date: 10/27/2016 4:44 PM
Close Date: 10/27/2016 4:44 PM
Awarded To:: GHC Motorsports, Resolution 17-16, \$15,514, 10-27-16

[Return to full list >>](#)

AGENDA ITEM # 6



Position Expansion

for

Bay County PCPD, FL
(Direct Sale)

Quote Number: 12697
Version: 1

The applicable terms and conditions located at <https://www.west.com/legal-privacy/terms-conditions> will apply to this Quote, unless (i) the parties have entered into a separate mutually executed agreement relating to the products or services under this Quote, or Customer is purchasing under a cooperative purchasing agreement referenced in this Quote. Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. The terms of this Quote will govern any conflict with any of the foregoing or any Customer purchase order, and no additional terms in Customer's purchase order will apply.

Summary - Bay County PCPD

<u>Item</u>	<u>Cost</u>
VIPER	\$3,667.50
Power 911	\$8,992.50
Power MIS	\$635.25
MapFlex	\$3,296.25
Sentry	\$120.00
IWS Hardware	\$2,481.00
Professional Services	\$500.00
Total:	\$19,692.50

Maintenance Summary

<u>Item</u>	<u>Cost</u>
<u>Software Subscription</u>	
Annual Software Subscription	\$1,500.00
Prepaid Software Subscription	\$7,500.00
<u>Software Protection and Remote Tech Support</u>	
Annual Software Protection	\$600.00
Prepaid Software Protection	\$3,000.00

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12697 v1- Bay County PCPD, FL

Configuration Parameters - Bay County PCPD

Answering Positions

Total Number of Positions	1
ECCP	Not Included
VIPER ACD	Not Included
Monitors	Not Included
Add-on for Radio Recorder	Not Included
AntiVirus	Included
UPS on Workstation PCs (30 minutes)	Not Included
Sentry	Included
IWS Programmable Keypads	Not Included
Power MIS	Included
MapFlex	Included

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Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912811	Application Server License	1			
912812	PBX Access License	1			
913850/S	IWS VIPER Enabling Kit (Sonic)	1			
				Subtotal	\$3,667.50
Power 911					
913100	Power 911 Client Access License (CAL)	1			
913202	Power 911 Server Access License	1			
				Subtotal	\$8,992.50
Power MIS					
920102	Power MIS Data Access License	1			
				Subtotal	\$635.25
MapFlex					
MF-DMS	MapFlex 9-1-1 Client License	1			
				Subtotal	\$3,296.25
Sentry					
E10154	ELM Class 2 System license (Workstation and IP agent)	1			
				Subtotal	\$120.00
IWS Workstations					
914102/BB	IWS Workstation Prebuilt Building Block	1			
				Subtotal	\$1,668.00

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Antivirus

914143	Symantec EndPoint Protection Manager (EPM) - 1 year	1		
			Subtotal	\$63.00

Peripheral Hardware

960103	Network Cabling	3		
			Subtotal	\$750.00

Staging

950852	Front Room Equipment Staging - Per Position	1		
			Subtotal	\$250.00

Project Management Services

950510	Project Management Services	1		
			Subtotal	\$250.00

Total **\$19,692.50**

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Maintenance Services

Model#	Description	Qty	List Price	Selling Price	Total Price
Software Subscription					
950999/SUB1	<i>Annual Software Subscription</i> Software Subscription Service - 1 Year/Position	1			
				Subtotal	\$1,500.00
950999/SUB1	<i>Prepaid Software Subscription</i> Software Subscription Service - 1 Year/Position	5			
				Subtotal	\$7,500.00
Software Protection and Remote Tech Support					
950999/PRO1	<i>Annual Software Protection</i> Software Protection and Remote Technical Support - 1 Year/Position	1			
				Subtotal	\$600.00
950999/PRO1	<i>Prepaid Software Protection</i> Software Protection and Remote Technical Support - 1 Year/Position	5			
				Subtotal	\$3,000.00

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Notes

- 1 This quote adds one position to existing VIPER and is a refresh of quote 2182. Installation has not been included. Maintenance has been included for budgetary reasons, but should be run separately so that all positions are coterminous.
-

- 2 MapFlex is a viewing software. Customers must supply and maintain GIS data unless West Safety Solutions Corp has been contracted to fulfill this role.

GIS Services included with MapFlex Server Staging:

- Re-creation of GIS package (Data schema, Map configuration, and/or MF version changes) leading up to FA.
- All GIS data staging activities

Post-Deployment GIS Services included with Maintenance:

- Creation of data package in support of a MapFlex version upgrade tied to a "break fix". GIS effort (potentially) involved in upgrading a bug fix related to software.

Post-Deployment GIS Services not included with Maintenance (chargeable):

- GIS Data Validation
- Re-creation of data package (e.g. schema, symbology, search settings, cache, dynamic layer, or other map changes)

MapFlex 5.X Data Update (one-time or recurring)

- 3 Sentry fees do not include West Safety Solutions Corp monitoring of the site's performance via the Sentry system.

The Sentry Monitoring System has been configured to monitor all West Safety Solutions, Corp-Provided hardware which has an IP address. This includes, but is not limited to, Servers, workstations, A9C, network switches, routers, etc.

- 4 The Software Subscription Service provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included. West Safety Solutions Corp will provide periodic software release bulletins to customers which announce and explain new feature releases for West Safety Solutions Corp Software. Customers may then request the new release or version from West Safety Solutions, Corp, based on applicability of the release to Customer's System. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West Safety Solutions Corp deploy a new release, West Safety Solutions Corp will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at West Safety Solutions, Corp's then current prices for such services.
-

- 5 Software Protection and Remote Technical Support is a coverage requirement with the purchase and ownership of West Safety Solutions Corp CPE system equipment. The coverage requirement is effective after the expiration of the system warranty, but a purchase order for the service, for at least for a one year duration, is required at the time of any new system purchase.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders. Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
- b) Purchase of a new maintenance agreement (one-year or five-year)
- c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. West Safety Solutions Corp will publish periodic software release bulletins to customers which announce important product updates for West Safety Solutions Corp Software. Customers may then request the new update from West Safety Solutions, Corp, based on applicability of the release to Customer's System. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West Safety Solutions Corp deploy a new release, West Safety Solutions Corp will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at West Safety Solutions, Corp's then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

Terms

SUBMIT P.O. ordermanagement@intrado.com

PRICING All prices are in USD
 Taxes, if applicable, are extra.
 Shipping charges are extra unless specified on the quote.

SHIPPING TERMS FCA (Montreal), INCOTERMS 2010

PAYMENT Per Contract

DELIVERY TBD

VALIDITY Quote is valid for 120 Days. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

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AGENDA ITEM # 6

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

No. BA # 36

FUND	PIER ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	402-0000-337.25-00	TDC Lifeguard Program	(108,000.00)	(14,500.00)	(122,500.00)
TO	402-0000-575.13-10	Salaries Other	122,500.00	13,551.00	136,051.00
TO	402-0000-575.21-10	FICA	33,131.00	949.00	34,080.00
		Check Adjustment Totals:	47,631.00	0.00	47,631.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect funding for Beach lifeguards from the TDC - original funding budgeted of \$108,000 revised
to \$122,500

ROUTING FOR APPROVAL

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

Exhibit 3

AGENDA ITEM # 6

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

No. BA # 37

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.64-20	Machinery and Equipment	382,874.00	23,085.00	405,959.00
TO	001-2101-521.60-10	Capital Outlay < \$5,000	216,648.00	4,500.00	221,148.00
TO	001-2101-521.52-10	Operating Supplies	116,880.00	17,150.00	134,030.00
TO	001-8100-999.96-00	Reserves Available for Expenditures	12,148,145.00	65,265.00	12,213,410.00
TO	001-0000-342.90-00	Beach Patrol	(100,000.00)	(110,000.00)	(210,000.00)
		Check Adjustment Totals:	12,764,547.00	0.00	12,764,547.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds provided by the TDC for beach patrol / tourism (special events and peak season) related police services - specifically the purchase of (3) ATVs, an additional 911 console system and police department overtime and benefits

ROUTING FOR APPROVAL

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

EXHIBIT C

AGENDA ITEM # 6

REGULAR #7

RESOLUTION 17-39

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PROCEEDS FROM THE LOCAL GOVERNMENT INFRASTRUCTURE SURTAX BE USED BY THE CITY TO FINANCE, PLAN OR CONSTRUCT PROJECTS THAT WILL REPAIR LOCAL ROADS, REDUCE TRAFFIC CONGESION OR IMPROVE TRAFFIC FLOW, INCREASE NEIGHBORHOOD SAFETY WITH PEDESTRIAN PATHS, PROVIDE SIDEWALKS NEAR SCHOOLS OR REDUCE LOCAL FLOODING; ESTABLISHING A CITIZEN ADVISORY COMMITTEE TO PROVIDE OVERSIGHT OF THE EXPENDITURE OF THE FUNDS FOR PROJECTS IDENTIFIED BY THE CITY FOR WHICH THE PROCEEDS SHALL BE USED; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

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

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

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

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

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

1. That the proceeds received by the City from the local government infrastructure surtax levied pursuant to Bay County Ordinance 16-21 shall be used by the City to finance, plan or construct projects that will repair local roads, reduce traffic congestion or improve traffic flow, increase neighborhood safety with pedestrian paths, provide sidewalks near schools, or reduce local flooding.
2. That a Citizen Advisory Committee is hereby established for the purpose of providing oversight of the expenditure of funds for projects identified by the City Council for which the proceeds of the local government infrastructure surtax


shall be used. The Committee shall remain in existence until the substantial completion of the last commenced project for which the infrastructure surtax is used, or eleven years from the date of this Resolution, whichever occurs last.

- a. **Membership.** The Oversight Committee shall consist of five members who shall be appointed by the City Council, and who shall serve without compensation. Each Councilperson shall nominate one member to the Committee. All members of the Committee shall be residents and electors of the City.
- b. **Term.** The members shall serve a term concurrent with the term of the Councilperson nominating the member. A member whose term expires, or whose seat is deemed vacant by the vacancy of the Councilperson nominating the member, shall continue to serve until a successor is appointed. When any vacancy occurs on the Committee, the City Councilperson from the ward who first nominated the seat shall appoint a new member to serve the unexpired term of the member whose death, resignation or incapacity creates the vacancy.
- c. **Powers and Duties.**
 1. The Committee shall meet at least twice yearly, or more often as may be needed to fulfill their duties and responsibilities.
 2. The Committee shall review and ascertain that the proceeds of the infrastructure surtax are being used solely for the purposes stated in Paragraph 1 of this Resolution. At the conclusion of each review, or no less than annually, the Committee shall make a report to the City Manager, Council and public regarding the use of the proceeds of the infrastructure surtax and the progress and status of all projects financed by those proceeds.
- d. The Committee and all its proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, the Florida Public Records Law, the Florida Ethics Code, and all other applicable local or state rules. All meetings, records and reports of the Committee shall be open to the public in accordance with Section 286.011 and section 119.07, Florida Statutes.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of January, 2017.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor


Diane Fowler, City Clerk