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.

REGULAR MEETING DATE: August 28, 2014
MEETING TIME: 2:00 P.M.

I. INVOCATION: PASTOR GREGORY GEORGE OF THE GULF BEACH BAPTIST CHURCH
II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST
III. APPROVAL OF AGENDA
IV. APPROVAL OF MINUTES
V. HJW
   1 CONSENT AGENDA
      RESOLUTION 14-89, ANNUAL SHADDAI SHRINE TEMPLE FALL CEREMONIAL PARADE. The annual Shaddai Shrine Temple Fall Ceremonial Parade has been scheduled for Saturday, October 11, 2014, and necessitates vehicular traffic control 8:00 A.M. to 11:00 A.M. on Front Beach Road from Nautilus Street west to Powell Adams Road. "A Resolution authorizing the temporary closure of portions of Front Beach Road on the morning of Saturday, October 11, 2014, to permit the annual Shaddai Shrine Temple Fall Ceremonial Parade."

2 RESOLUTION 14-90, NOTICE OF LIEN, BEACH CLUB MOTEL LIEN, 10637 FRONT BEACH ROAD. "A Resolution of the City of Panama City Beach, Florida, approving an amount of $2,102.67 to be liened on property located at 10637 Front Beach Road for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and providing an immediately effective date."

3 "NATIONAL DAYS OF PRAYER AND REMEMBRANCE" AND "PATRIOT DAY" PROCLAMATION. "A Proclamation designating September 5-7, 2014 as "National Days of Prayer and Remembrance" and September 11, 2014 as "Patriot Day", and directing that the flags be lowered to half-staff on September 11, 2014 with a moment of silence at 7:46 A.M.

4 RESOLUTION 14-93, ELECTRIC UTILITY CART PURCHASE. Staff advertised bids for the purchase of a new Electric Utility Cart for the Pier/Parks and Recreation Department. Only one bid was submitted from Jerry Pate Turf & Irrigation for a total of $11,093.40. The Pier Budget can sufficiently cover this expense. A suggested motion is provided should the Council choose to award it. STAFF RECOMMENDS APPROVAL. "BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf and Irrigation, relating to the purchase of one Electric Utility Cart for use by the Pier/Parks and Recreation Department, on substantially the terms and conditions set forth in the quote attached and presented to the Council today, draft dated 8/12/14, 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."
VI  
REGULAR AGENDA - DISCUSSION/ACTION

NO.  OFFICIAL  ITEM
1  GFO  "BEACH CARE SERVICES MONTH" PROCLAMATION AND PRESENTATION.
2  GFO  "LIBRARY CARD SIGN-UP MONTH" PROCLAMATION AND PRESENTATION.
3  MG  COPS N' KIDS CHECK PRESENTATION.
4  MG  SELECTION OF CIVIL SERVICE BOARD, PLANNING BOARD AND EXAMINING BOARD MEMBERS, PLANNING BOARD CHAIRMAN APPOINTMENT.
5  MG  RESOLUTION 14-85, K-9 PURCHASES AND BUDGET AMENDMENT #31, PUBLIC HEARING.
6  MG  RESOLUTION 14-86, ICA MOWING & TURF MANAGEMENT SERVICES CONTRACT.
8  MG  RESOLUTION 14-95, AARON BESSANT PARK HOLLY PLANTING.
9  MG  ORDINANCE 1311, PEDDLING AND SOLICITATION, 2ND READING, PUBLIC HEARING & ADOPTION.
10 MG  ORDINANCE 1315, REPEAL FLAG REQUIREMENTS FOR SCOOTERS, 2ND READING, PUBLIC HEARING & ADOPTION.
11 MG  ORDINANCE 1316, SCREENING OF TRASH RECEPTACLES ON FRONT BEACH ROAD, 2ND READING, PUBLIC HEARING & ADOPTION.
12 MG  ORDINANCE 1318, 2014-2015 WATER/SEWER/RECLAIMED WATER RATES, 1ST READING.
13 MG  NORTH PIER PARK ROAD- DISCUSSION.
14 MG  CITY MANAGER UPDATE.

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

| JOHN REICHARD  | X |
| RICK RUSSELL  | X |
| JOSIE STRANGE  | X |
| KEITH CURRY  | X |
| GAYLE OBERST  | X |

JOHN REICHARD  | X |
RICK RUSSELL  | X |
JOSIE STRANGE  | X |
KEITH CURRY  | X |
GAYLE OBERST  | X |

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

Deputy City Clerk  8/20/14

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:  8/22/14

| NEWS MEDIA | CONTACT |
| News Herald | John Henderson |
| Bullet | Phil Lucas |
| Channel 4 | Ryan Rodig |
| Channel 7 | Rex Ogburn |

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Regular Agenda
August 28, 2014
<table>
<thead>
<tr>
<th>Channel 13</th>
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<td>Kay C. McWilliams</td>
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<td>WOW</td>
<td>Cil Schnitker</td>
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<td>WKGC</td>
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<td>A. D. Whitchurst</td>
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<td>Magic Broadcasting</td>
<td>Chris Allen</td>
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<td>Clear Channel</td>
<td>Crystal Presley</td>
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<td>Panama City Radio</td>
<td>Brandon Andrews</td>
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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 AGENDA
ITEM NO. 1

RESOLUTION 14-89
RESOLUTION NO. 14-89

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD ON THE MORNING OF SATURDAY, OCTOBER 11, 2014, TO PERMIT THE ANNUAL SHADDAI SHRINE TEMPLE FALL CEREMONIAL PARADE.

WHEREAS, the annual Shaddai Shrine Temple Fall Ceremonial Parade will be held on Panama City Beach; and

WHEREAS, the Parade has been scheduled for Saturday, October 11, 2014; and

WHEREAS, the occasion necessitates careful traffic control and extraordinary usage of certain sections of Front Beach Road (U.S. Highway 98A) within the corporate limits of Panama City Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that Front Beach Road from Nautilus Street west to Powell Adams Road intersection be temporarily closed during the hours of 8:00 A.M. and 11:00 A.M., on October 11, 2014, and that all vehicular traffic on such roads be rerouted in accordance with the map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 28th day of August, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
      Mayor Gayle F. Oberst

ATTEST:

______________________________
Holly J. White, City Clerk

CONSENT
AGENDA ITEM # 1

Resolution 14-89
Shaddai does plan to parade on October 11, 2014. We would line up at Natalia and end at Powell Adams (Pier Park) Parade Line up 8:00 – step off at 9:00 a.m.

Hope this helps
Please let us know

Thanks

Phil d’Albertis, PP
Recorder
Shaddai Shriners
PO Box 16115
Panama City, FL 32406
850-769-8303
850-763-9617 (fax)
Shaddai5@knology.net
CONSENT AGENDA
ITEM NO. 2

RESOLUTION 14-90
RESOLUTION 14-90

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF $2,102.67 TO BE LIENED ON PROPERTY LOCATED AT 10637 FRONT BEACH ROAD FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, pursuant to Section 15-25 of the City’s Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City’s Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount set forth below:

<table>
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<tr>
<th>PROPERTY ID NO.</th>
<th>APPARENT OWNERS</th>
<th>ADDRESS</th>
<th>AMOUNT OF LIEN</th>
</tr>
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<tr>
<td>34895-000-000</td>
<td>Lakeshore Capital Investments, LLC</td>
<td>10637 Front Beach Rd. Panama City Beach, FL 32408</td>
<td>$2,102.67</td>
</tr>
</tbody>
</table>

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 28 day of August, 2014.

CITY OF PANAMA CITY BEACH

By: ____________________________

Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk

Resolution 14-90

CONSENT

AGENDA ITEM # ⑨
CITY OF PANAMA CITY BEACH, FLORIDA

NOTICE OF LIEN
CODE ENFORCEMENT

Apparent Owners of Record:
Lakeshore Capital Investments, LLC
2000 1st Drive, Suite 400
Marietta, GA 30062

And the following interested parties:
Synovus Bank
1148 Broadway
Columbus, GA 31901

David Pearson
78 Paradise by the Sea Court
Panama City Beach, FL 32413

Property located at 10637 Front Beach Road
Panama City Beach, FL 32408
Parcel ID No. 34895-000-000

1) Pursuant to Section 15-25 of the City of Panama City Beach Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at: 10637 Front Beach Road, Panama City Beach, FL 32408.

2) The amount of the City's abatement lien is as follows:

   Labor: $1,988.76 (Removal of human waste)
   Postage: $21.92
   FedEx: $22.49
   Recording Fee: $69.50

   TOTAL: $2,102.67
3) Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named persons/business at the above stated address, owner of the property described as:

See Exhibit “A” Attached

The nuisance abatement costs, which amount after demand for the payment thereof remains unpaid, and by virtue of the above referenced laws, constitutes a lien in favor of Panama City Beach, Florida, upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this __________ day of _______________________, 2014.

By: ____________________
    Holly J. White, City Clerk
EXHIBIT "A"

That portion of the following described property lying north of 10637 Front Beach Road, identified as
Bay County Parcel Number 34895-000-000:

SUBPARCEL A1: BEGIN AT THE SOUTHWEST CORNER OF LOT 12-A, BLOCK 1, LONG BEACH RESORT FIRST
ADDITION TO LONG BEACH AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, BAY
COUNTY, FLORIDA; THENCE SOUTH 56°17'38" EAST ALONG SOUTH LINE OF LOTS 12 AND 12-A, 82.21 FEET;
THENCE NORTH 12°00'47" EAST, 14.34 FEET TO THE SOUTHERLY R/W LINE OF U.S. HIGHWAY 98; THENCE
NORTH 3°49'24" WEST ALONG SAID R/W LINE 28.21 FEET TO THE WEST LINE OF LOT 12, THENCE SOUTH
3°00'47" WEST ALONG SAID WEST LINE OF LOT 12, 55.09 FEET; THENCE NORTH 56°17'27" WEST, 12.48 FEET;
THENCE SOUTH 31°45'12" WEST, 27.00 FEET; THENCE NORTH 56°17'27" WEST, 28.11 FEET TO THE WEST LINE
OF LOT 12-A; THENCE SOUTH 3°00'47" WEST ALONG SAID LOT LINE 40.33 FEET TO THE POINT OF BEGINNING.

SUBPARCEL A2: COMMENCE AT THE SOUTHWEST CORNER OF LOT 12-A, BLOCK 1, LONG BEACH RESORT
FIRST ADDITION TO LONG BEACH AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, BAY
COUNTY, FLORIDA; THENCE NORTH 3°00'47" EAST ALONG SAID WEST LINE OF LOT 12-A FOR A DISTANCE OF
40.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 3°00'47" EAST ALONG SAID WEST LINE
OF LOT 12-A FOR A DISTANCE OF 76.65 FEET TO THE SOUTHERLY R/W LINE OF U.S. HIGHWAY 98; THENCE
SOUTH 56°17'24" EAST, 60.19 FEET: THENCE SOUTH 3°00'47" WEST, 55.09 FEET; THENCE NORTH 56°17'27" WEST,
12.48 FEET; THENCE SOUTH 31°45'12" WEST, 27.00 FEET; THENCE NORTH 56°17'27" WEST, 28.11 FEET TO THE
POINT OF BEGINNING.

SUBPARCEL A3: COMMENCE AT THE SOUTHWEST CORNER OF LOT 12-A, BLOCK 1 OF LONG BEACH RESORT
FIRST ADDITION TO LONG BEACH AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT,
BAY COUNTY, FLORIDA; THENCE RUN SOUTH 56°17'38" EAST ALONG THE SOUTH LINE OF LOTS 12 AND 12-A,
82.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 3°00'47" EAST, 14.34 FEET TO THE
SOUTHERLY R/W LINE OF U.S. HIGHWAY 98 BEING A POINT ON A CURVE; THENCE RUN SOUTH 61°26'39"
EAST ALONG A CHORD LINE 192.24 FEET TO THE EAST LINE OF LOT 10, BLOCK 1; THENCE SOUTH 3°00'47"
WEST ALONG SAID EAST LINE 118 FEET TO THE SOUTH LINE OF LOT 10, THENCE NORTH 56°17'38" WEST
ALONG THE SOUTH LINE OF LOTS 10, 11 AND 12, 151.76 FEET TO THE POINT OF BEGINNING BEING LOTS 10, 11
AND A PORTION OF LOT 12, BLOCK 1 OF ABOVE SUBDIVISION.

SAID SUBPARCELS A1, A2 AND A3 AS DESCRIBED ABOVE BEING ALSO DESCRIBED AS ALL OF LOTS 10, 11, 12
AND 12-A, OF BLOCK 1 OF THE FIRST ADDITION TO LONG BEACH, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 2, PAGE 21, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY
COUNTY, FLORIDA.

LESS AND EXCEPT FROM SUBPARCELS A1, A2 AND A3 THE FOLLOWING DESCRIBED PARCEL OF LAND
BEING THE EASTERLY 10.00 FEET OF LOT 10, BLOCK 1, FIRST ADDITION TO LONG BEACH, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 21, IN THE OFFICE OF THE CLERK OF THE CIRCUIT
COURT OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID LOT 10; THENCE
NORTH 51 DEGREES 17 MINUTES 41 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 10, 10.00
FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN NORTH 34 DEGREES 33 MINUTES 48 SECONDS EAST,
PARALLEL TO THE EASTERLY LINE OF SAID LOT 10, 134.96 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE
OF U.S. HIGHWAY NO. 98A (100.00 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTHEASTERLY ALONG SAID
SOUTHEASTERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST 10.04 FEET TO
THE NORTHEASTERLY CORNER OF SAID LOT 10, SAID CURVE HAVING A RADIUS OF 4633.73 FEET, AND
A CHORD LENGTH OF 16.04 FEET, BEARING SOUTH 60 DEGREES 35 MINUTES 25 SECONDS EAST, THENCE SOUTH
34 DEGREES 33 MINUTES 48 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 10, 137.83 FEET TO
THE POINT OF BEGINNING.

AND

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E. C. Shumann, Attorney
Bay County
A100546 DOC

Exhibit A

CONSENT
AGENDA ITEM # 2
LOTS 1 AND 3, BLOCK B, THIRD ADDITION TO LONG BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 37, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

AND

LOTS 1 AND 13, IN BLOCK B, LONG BEACH RESORT, INC., THIRD ADDITION TO LONG BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 37, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

BEGIN AT AN IRON ROD MARKING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD); SAID IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 1, BLOCK B, THIRD ADDITION TO LONG BEACH, AS PER PLAT BOOK 2, PAGE 37, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; AND BEING ON A CURVE CONCAVE TO THE NORTHEAST; THENCE DEPARTING THE WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 98 (FRONT BEACH ROAD) AND SAID CURVE HAVING A RADIUS OF 4333.75 FEET, THROUGH A CENTRAL ANGLE OF 09 DEGREES 11 MINUTES 34 SECONDS FOR AN ARC LENGTH OF 15.04 FEET; CHORD OF SAID ARC BEING NORTH 39 DEGREES 47 MINUTES 30 SECONDS WEST 18.04 FEET TO A POINT; THENCE RUN NORTH 34 DEGREES 06 MINUTES 34 SECONDS EAST 79.14 FEET TO AN IRON ROD; SAID IRON ROD BEING ON A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN IN A NORTHEASTERLY DIRECTION, ALONG SAID CURVE HAVING A RADIUS OF 640.14 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 44 MINUTES 06 SECONDS FOR AN ARC LENGTH OF 41.73 FEET; CHORD OF SAID ARC BEING NORTH 33 DEGREES 58 MINUTES 39 SECONDS EAST 41.73 FEET TO AN IRON ROD ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 1; THENCE RUN SOUTH 38 DEGREES 31 MINUTES 59 SECONDS EAST 13.66 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE AND MARKING THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 34 DEGREES 06 MINUTES 24 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 128.45 FEET TO THE POINT OF BEGINNING.

ALSO:

COMMENCE AT AN IRON ROD MARKING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD), SAID IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 1, BLOCK B, THIRD ADDITION TO LONG BEACH, AS PER PLAT BOOK 2, PAGE 37, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE RUN NORTH 34 DEGREES 06 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 128.45 FEET TO AN IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 13, BLOCK B, OF SAID THIRD ADDITION TO LONG BEACH FOR THE POINT OF BEGINNING; THENCE RUN NORTH 38 DEGREES 31 MINUTES 39 SECONDS WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 13, 13.66 FEET TO AN IRON ROD, SAID IRON ROD BEING ON A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE HAVING A RADIUS OF 440.14 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 30 MINUTES 33 SECONDS FOR AN ARC LENGTH OF 50.39 FEET, CHORD OF SAID ARC BEING NORTH 40 DEGREES 05 MINUTES 49 SECONDS EAST 50.37 FEET TO AN IRON ROD ON NORTHERLY BOUNDARY LINE OF SAID LOT 13; THENCE RUN SOUTH 59 DEGREES 32 MINUTES 11 SECONDS EAST 8.41 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE AND MARKING THE NORTHEAST CORNER OF SAID LOT 13; THENCE RUN SOUTH 34 DEGREES 06 MINUTES 24 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 128.45 FEET TO THE POINT OF BEGINNING.

AND

LOTS 14, 15, 16 AND 17, OF BLOCK B, LONG BEACH RESORT, INC.'S THIRD ADDITION TO LONG BEACH, A SUBDIVISION OF A PART OF FRACTIONAL SECTIONS 33 AND 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST, AS PER PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.
LESS AND EXCEPT:

COMMENCE AT AN IRON ROD MARKING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 94 (FRONT BEACH ROAD), SAID IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 1, BLOCK 8, THIRD ADDITION TO LONG BEACH, AS PER PLAT BOOK 2, PAGE 37, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE RUN NORTH 34 DEGREES 06 MINUTES 26 SECONDS EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE, 170.45 FEET TO AN IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 14, BLOCK 8, OF SAID THIRD ADDITION TO LONG BEACH FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE RUN NORTH 59 DEGREES 31 MINUTES 31 SECONDS WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 14, 8.41 FEET TO AN IRON ROD, SAID IRON ROD BEING ON A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE HAVING A RADIUS OF 640.14 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 16 MINUTES 49 SECONDS FOR AN ARC LENGTH OF 16.66 FEET, CHORD OF SAID ARC BEING NORTH 43 DEGREES 59 MINUTES 31 SECONDS EAST 36.64 FEET TO AN IRON ROD, THENCE NORTH 43 DEGREES 37 MINUTES 56 SECONDS EAST 17.55 FEET TO AN IRON ROD ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 14; THENCE RUN SOUTH 61 DEGREES 51 MINUTES 17 SECONDS EAST 1.50 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF SAID CHURCHWELL DRIVE AND MARKING THE NORTHEAST CORNER OF SAID LOT 14, SAID IRON ROD BEING ON A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE OF CURVE HAVING A RADIUS OF 430.10 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 39 MINUTES 10 SECONDS FOR AN ARC LENGTH OF 10.91 FEET, CHORD OF SAID ARC BEING SOUTH 37 DEGREES 26 MINUTES 01 SECONDS WEST 49.98 FEET TO AN IRON ROD; THENCE RUN SOUTH 34 DEGREES 06 MINUTES 28 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 1.02 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

COMMENCE AT AN IRON ROD MARKING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 94 (FRONT BEACH ROAD), SAID IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 1, BLOCK 8, THIRD ADDITION TO LONG BEACH, AS PER PLAT BOOK 2, PAGE 37, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE RUN NORTH 34 DEGREES 06 MINUTES 26 SECONDS EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF CHURCHWELL DRIVE, 171.47 FEET TO AN IRON ROD, SAID IRON ROD BEING ON A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE HAVING A RADIUS OF 430.70 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 39 MINUTES 10 SECONDS FOR AN ARC LENGTH OF 10.01 FEET, CHORD OF SAID ARC BEING NORTH 37 DEGREES 24 MINUTES 01 SECONDS EAST 49.98 FEET TO AN IRON ROD; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE AND CURVE HAVING A RADIUS OF 450.70 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 39 MINUTES 07 SECONDS FOR AN ARC LENGTH OF 59.00 FEET, CHORD OF SAID ARC BEING NORTH 44 DEGREES 05 MINUTES 06 SECONDS EAST 49.98 FEET TO AN IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 17, BLOCK 8, OF SAID THIRD ADDITION TO LONG BEACH FOR THE POINT OF BEGINNING; SAID IRON ROD BEING ON A CURVE CONCAVE TO THE NORTHWEST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE HAVING A RADIUS OF 657.56 FEET, THROUGH A CENTRAL ANGLE OF 09 DEGREES 34 MINUTES 28 SECONDS FOR AN ARC LENGTH OF 94.88 FEET, CHORD OF SAID ARC BEING NORTHEAST 13 DEGREES 12 MINUTES 01 SECONDS EAST 94.73 FEET TO AN IRON ROD ON THE SOUTHERLY RIGHT OF WAY LINE OF PARKMILL CIRCLE, SAID IRON ROD BEING ON A CURVE CONCAVE TO THE SOUTH; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID SOUTHEAST RIGHT OF WAY LINE AND CURVE HAVING A RADIUS OF 189.04 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 32 SECONDS FOR AN ARC LENGTH OF 7.84 FEET, CHORD OF SAID ARC BEING SOUTH 82 DEGREES 44 MINUTES 23 SECONDS EAST 7.84 FEET TO AN IRON ROD, SAID IRON ROD BEING ON A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 66 DEGREES 47 MINUTES 23 SECONDS FOR AN ARC LENGTH OF 28.14 FEET, CHORD OF SAID ARC BEING SOUTH 07 DEGREES 10 MINUTES 41 SECONDS WEST 27.52 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF SAID CHURCHWELL DRIVE, SAID IRON ROD BEING ON A CURVE CONCAVE TO THE SOUTH; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE AND CURVE HAVING A RADIUS OF 410.70 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 20 MINUTES 09 SECONDS FOR AN ARC LENGTH OF 77.00 FEET, CHORD OF SAID ARC BEING SOUTH 12 DEGREES 34 MINUTES 03 SECONDS WEST 77.00 FEET TO THE POINT OF BEGINNING.
July 15, 2014

VIA REGULAR MAIL, FED EX AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Apparent Owners of Record:
Lakeshore Capital Investments, L.L.C.
2000 1st Drive, Suite 400
Marietta, GA 30062

And the following interested parties:
VIA REGULAR MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Synovus Bank
1148 Broadway
Columbus, GA 31901

David Pearson
78 Paradise by the Sea Court
Panama City Beach, Fl. 32413

VIA POSTING:
Building located at 10637 Front Beach Road, Panama City Beach, Fl. 32408

Panama City Beach City Hall
110 South Arnold Road
Panama City Beach, FL 32413

Building located at 10708 Front Beach Road, Panama City Beach, Fl. 32408

City website: www.pcbgov.com

VIA EMAIL:
Michele@davidpearsoncomunities.com

AND ANY AND ALL OTHER INTERESTED PARTIES:

CITY OF PANAMA CITY BEACH
NOTICE OF VIOLATION AND ORDER OF ABATEMENT
and
NOTICE OF CITY ACTION AND INTENT

RE: Property located at 10637 Front Beach Road, Panama City Beach, Fl. 32408,
commonly known as the Beach Club Motel
Parcel ID Nos.: 34895-000-000
Apparent Owners: Lakeshore Capital Investments, L.L.C.

CONSENT
AGENDA ITEM # 2

110 SOUTH ARNOLD RD. 32413-2199 FAX (850) 233-5108 PH. (850) 233-51
Dear Mr. Pearson:

The City of Panama City Beach ("City") requests your immediate attention and efforts regarding the removal of human waste and excrement believed to be overrunning the nonworking toilets located in various motel units located in the old Beach Club Motel on the south side of Front Beach Road. The smell of feces and urine is prominent and detectable from the sandy gulf beach, neighboring properties and the Front Beach Road right of way, depending on the direction the wind carries it, and is offensive to anyone exposed to it. The City hereby notifies you that the City has determined that the conditions existing on the above-referenced property constitute one or more public nuisances as that term is defined in Section 15-17 of the City Code of Ordinances. Maintenance of a public nuisance is prohibited under Section 15-18 of the City Code. YOU ARE HEREBY ORDERED TO TAKE ALL NECESSARY ACTIONS TO PUMP OR OTHERWISE REMOVE THE HUMAN WASTE AND EXCREMENT WHICH MAY EXIST IN TOILETS, SINKS OR OTHER FACILITIES LOCATED ON THE ABOVE REFERENCED PROPERTY, OR TO REMOVE THOSE IMPROVEMENTS FROM THE ABOVE REFERENCED PROPERTY ALTOGETHER, ON OR BEFORE 5 P.M., JULY 17, 2014.

The nuisances are located on the property in Bay County, Florida, described in the attached EXHIBIT 1, incorporated herein.

The maintenance of these unsanitary conditions on the property is unacceptable and intolerable. Please be advised that if you do not undertake the remediation of this nuisance within the time limit set forth above, the City will thereafter undertake all such actions necessary to address and eliminate this nuisance, and assess the entire cost thereof, including administrative, legal, postal and publishing expenses, against the above described property. This assessment may constitute a lien superior to all existing liens, except ad valorem taxes.

You are hereby specifically notified that the City intends to undertake the remediation and removal of the nuisance located on the above described property by pumping all toilets, sinks or other facilities where human waste and excrement is found, should you not undertake such actions by 5pm on July 17, 2014. The City, its agents or designees will enter your property on July 18, 2014, or as soon as possible thereafter, during the hours of 8 a.m. and 5 p.m. to effect the remediation and removal of this nuisance. The City anticipates the abatement of this nuisance will take one day to complete.

You may appeal this Order within thirty (30) days of the date of service of this Notice and Order upon you, by written application to the City Clerk. Copies of the applicable codes are available online and at City Hall located at 110 S. Arnold Road, Panama City Beach, FL 32413.

Thank you in advance for your immediate attention to this matter.

Abatement Notice & Order
Notice of City Intent
10637 Front Beach Road
Page 2 of 3
CONSENT
AGENDA ITEM # 2
Sincerely,
City of Panama City Beach

Mario Gisbert
City Manager

cc: Lakeshore Capital Investments, LLC
78 Paradise by the Sea Court
Panama City Beach, FL 32413

Peggy Brannon, Tax Collector
850 W. 11th St.
Panama City, FL 32401

Gayle Oberst, Mayor
Rick Russell, Vice-Mayor
John Reichard, Councilor
Josie Strange, Councilor
Keith Curry, Councilor
Mel Leonard, Building and Planning Director
Ken Thorndyke, Building Official
INVOICE
150948

BILL
City of Panama City Beach
TO
Attn: Accounts Payable
110 S Arnold Rd
Panama City Beach, FL 32413

LOCATION
City of PCB; waste cleanup
10637 Front Beach Road
Panama City Bch, FL 32407

<table>
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<tr>
<th>CUSTOMER NO.</th>
<th>PO/CONTRACT NO.</th>
<th>TERMS</th>
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<td>PC00760</td>
<td>Net 0</td>
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JOB NUMBER: PC3-407-1409

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<tr>
<td>07/18/2014</td>
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<td>Personnel &amp; Equipment</td>
<td>1,988.76</td>
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<tr>
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<td>1,988.76</td>
<td>0.00</td>
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<td>1,988.76</td>
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COMMENTS: Remove human waste from abandoned Beach Club Motel.
Contact: James Tindle
Phone: 850-233-5049
Invoice includes daily log.
Invoiced by Keilley Aultman/dc
Panama City Beach Service Center
(850) 583-0822

FEIN 26-3604561
A finance charge of 1.5% (18% Annually) will be added to invoices over

(PO # 41718)

CONSENT
AGENDA ITEM #: 2
SWS ENVIRONMENTAL
Summary of Project Charges
City of Panama City Beach
10637 Front Beach Road, Panama City Beach
Remove human waste from abandoned Beach Club Motel
SWS TRACKING CODE
PC3-407-1489

<table>
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<tr>
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<th>Personnel</th>
<th>Per Diem</th>
<th>Equipment</th>
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<td>653.40</td>
<td>-</td>
<td>1,335.36</td>
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<td>TOTAL:</td>
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<td>653.40</td>
<td>-</td>
<td>1,335.36</td>
<td>1,988.76</td>
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</tbody>
</table>

Comments: Remove human waste from abandoned Beach Club Motel
Contact: James Tindle
Phone: 850-233-5049

CONSENT
AGENDA ITEM # 2
**DATE:** 7/18/2014  
**DAY OF THE WEEK:** Friday  
**CLIENT NAME:** City of Panama City Beach  
**CLIENT P.O.:** PC3-007-1400  
**Contract Date:** 7/18/2014  
**Report Date:** 7/18/2014  
**Report #:** 1  
**Location:** 10037 Front Beach Road, Panama City Beach

**Scope of Work:** Remove human waste from abandoned Beach Club Motel.

**DAILY REPORT - PERSONNEL CHARGES**

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<th>Name</th>
<th>Labor classification</th>
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<th>End</th>
<th>ST</th>
<th>OT</th>
<th>PT</th>
<th>ST</th>
<th>OT</th>
<th>PREMIUM</th>
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<td>Bark, Patrick</td>
<td>Pest Technician</td>
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<td>43:30</td>
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<tr>
<td>Smith, James</td>
<td>Equipment Operator</td>
<td>8:00</td>
<td>14:30</td>
<td>5:50</td>
<td>0:00</td>
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**Total Labor Charges:** 3 Person(s) $889.00

**DAILY REPORT - EQUIPMENT CHARGES**

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<td>5.6</td>
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<td>21.78</td>
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<td>6.5</td>
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<td>6</td>
<td>Skidsteer</td>
<td>Bottle</td>
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</table>

**Total Equipment Charges:** $1,333.35

CONSENT
AGENDA ITEM #2
## Project Reporting Log

**Dates:** 7/18/14

**Client:** PCB

**SWES Environmental Services Job #:** PC3-407-401

**GPS Location:** Beach Club

**WordPress Coordinates:**

**Phone Number:**

**Fax Number:**

---

The following is a summary of the actions taken by SWES Environmental Services concerning the above incident:

- **9:00** Departed Shop
- **9:05** Arrived on Site
- **9:27** Had Safety Meeting
- **9:10** Started removing feces from restroom to broadcast
- **10:00** Still removing feces from room
- **11:30** Done removing feces from rooms the numbers are: 102, 110, 124, 101, 103, 105, 107, 201, 206, 302, 304
- **12:30** Jones Smith is pumping out the pool. Pat I am filling the toilet with dirt. Pat I am filling the toilet with dirt. PC3 supplied
- **13:30** Jones on his way to dump the waste at the City. Pat and I are spraying disinfectant in the restrooms
- **14:25** Departed Site
- **14:30** Arrived at shop off duty
CONSENT AGENDA
ITEM NO. 3

PROCLAMATION
~Proclamation~

A PROCLAMATION DESIGNATING SEPTEMBER 5-7, 2014
AS
“NATIONAL DAYS OF PRAYER AND REMEMBRANCE”
AND SEPTEMBER 11, 2014
AS
“PATRIOT DAY”
IN PANAMA CITY BEACH

WHEREAS, Americans will always remember the terrible events and violent cruelty of September 11, 2001. We will always honor the many innocent lives that were lost and never forget the heroism of the passengers, first responders, and others on that day. During this year’s National Days of Prayer and Remembrance, we pay tribute to the memory of those taken from us in the terrorist attacks in New York, Pennsylvania, and at the Pentagon; and

WHEREAS, we pray for the families left behind who continue to inspire us through their steadfast character, courage, and determination. In the face of these unspeakable attacks, we were reminded that the great strength of America is found in the hearts and souls of our citizens; and

WHEREAS, never forgetting that terrible day, we remain determined to bring our enemies to justice, defy the terrorists’ ideology of hate, and work to make our world safer. We honor the members of our Armed Forces who died while taking the fight to our adversaries, and we are grateful for those who continue to protect our Nation and our way of life; and

WHEREAS, the war that began for American on September 11, 2001 continues to call upon the courage of our men and women in uniform and the perseverance of our citizens. The past thirteen years have brought many challenges and sacrifices, yet we have much reason to be thankful and hopeful about the future.

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, call upon all citizens of Panama City Beach to observe September 5-7, 2014 as “National Days of Prayer and Remembrance” and September 11, 2014 as “Patriot Day” and ask that the citizens and places of worship mark these days with memorial services and other appropriate ceremonies. I call upon all citizens to observe Patriot Day by displaying the flag at half-staff from their homes and businesses that day, with a moment of silence at 7:46 A.M.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Twenty-Eighth Day of August, in the Year of Our Lord Two Thousand Fourteen.

City of Panama City Beach
Gayle F. Oberst, Mayor

ATTEST
Holly J. WhRe, City Clerk

CONSENT
AGENDA ITEM # 3
CONSENT AGENDA
ITEM NO. 4

RESOLUTION 14-93
RESOLUTION 14-93

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf & Irrigation, relating to the purchase of one Electric Utility Cart for use by the Pier/Parks and Recreation Department, in the basic amount of Eleven Thousand Ninety-Three Dollars and Forty Cents ($11,093.40), on substantially the terms and conditions set forth in the quote attached and presented to the Council today, draft dated August 12, 2014, 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 28 day of August, 2014.

CITY OF PANAMA CITY BEACH

By: ____________________________
     Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk

CONSENT
Memorandum

Date: 8/20/2014
To: Mario Gisbert, City Manager
From: Jim Ponek, Parks and Recreation Director
Subject: Bid for Electric Utility Cart for Pier

Staff advertised bids for the purchase of a new Electric Utility Cart for the Pier/ Parks and Recreation Department. Only one bid was submitted from Jerry Pate Turf and Irrigation for a total of $11,093.40. The Pier budget can sufficiently cover this expense. A suggested motion is provided should you choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf for a Club Carryall 700 for the total amount of $11,093.40 with such changes, insertions or omissions as may be approved by the city manager and the execution of such agreement shall be conclusive evidence of such approval.
Jerry Pate Turf & Irrigation

DATE: 8/12/2014
EXPIRATION DATE: Valid 30 Days

EXCLUSIVELY FOR: City of Panama City Beach
Attn: Cheryl Joyner
110 S Arnold Road
Panama City, FL 32413
[Ph#] 850-233-5100
[Fax#]
[Customer Acc#:] 219730

Prepared By: Tony Morris
850/393-4556 cell
tmorris@jerrypate.com

Proposed Order
GSA Contract Price

<table>
<thead>
<tr>
<th>Qty</th>
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<th>Description</th>
<th>Unit Price</th>
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<td></td>
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<td>On-Board Hi-Freq Charger with Recl</td>
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<td></td>
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<td>White, Dark Green, Dark Gray, or Bright Blue Cowling</td>
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<td>Premium tire 6-Ply rated 20X10-10</td>
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<td>Four wheel Brakes, 12V Powerpoint</td>
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<td>Electric Bed Lift, Halogen Headlights</td>
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Destination Fee $150.00
Subtotal $11,093.40

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, sign here and return

Date __________________________

Thank you. We appreciate your business!
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address/Telephone/Fax</th>
<th>Product Information</th>
<th>Quantity &amp; Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jerry Pate Turf</td>
<td>301 Schubert Dr, Pensacola, FL 32504</td>
<td>Carryall 700 Electric Cart</td>
<td>$11,093.40</td>
</tr>
</tbody>
</table>


HARDWORKING HERO: JOB 610

Road Runner. Why use a fuel-guzzler just to pick up a part from a supply house, shuttle a worker from site to site, or run errands when a street-legal Carryall 610 LS/ is so much less expensive? This zero-emission electric vehicle cost just $28 per day to operate, makes parking a breeze and gets about 30 miles to a full charge.

HARDWORKING HERO: JOB 555

Green power. Busy downtown areas can be a challenge. Congestion, pollution and limited parking can create issues for parking enforcement. The Carryall 550 street-legal LSV overcomes these issues and is just pennies a day.
VERSATILITY & RELIABILITY

Payload. Total Vehicle Capacity of up to 1150 lb (510 Kg).

Street legal. Carryall LSVs can be driven on streets with speed limits of 35 mph or less in almost all states. Check state and local laws.

Green. Reduce your carbon footprint and cut fuel costs with this sturdy electric vehicle.

Safety-equipped. Carryall LSVs come with all required safety equipment: headlights, tail lights, turn signals, horn, 3-point safety belts, hip restraints and more.

Improved charging. The industry’s only standard on-board high-efficiency charger with cord retractor. This new system operates on voltages around the globe, and tolerates voltage swings that would shut down lesser chargers.

More durable than steel. Carryalls are built on Club Car’s exclusive lightweight, rust-proof, a-craft-grade aluminum frame that’s designed to be stronger than steel. Unlike competitive steel frames, it resists corrosion and retains resale value.

Fit for all. A one-of-a-kind bed box with an integrated track-based attachment system, optional tool holders, bed dividers and cargo tie downs increases versatility and saves floor space. So you can do more with less.

The best warranty in the industry. The industry’s largest standard battery, powertrain and bumper to bumper warranty.

ACCESSORIES & OPTIONS

1. Vehicle Colors
2. Wheel Covers
3. Brush Guard
4. Flat Bed
5. Stakeside
6. Cargo Box
7. Rear Receiver Hitch
8. Cab (Shown with optional glass doors)
9. Automotive Instrument Panel (Standard Feature)

CARRYALL 510/710

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>510 ELECTRIC</th>
<th>710 ELECTRIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine / Motor Type</td>
<td>48 volt 3-Phase AC</td>
<td>48 volt 3-Phase AC</td>
</tr>
<tr>
<td>Controller</td>
<td>400 Amp - Solar Strobe</td>
<td>400 Amp - Solar Strobe</td>
</tr>
<tr>
<td>Horsepower (HP)</td>
<td>12.2</td>
<td>12.2</td>
</tr>
<tr>
<td>Drive Unit</td>
<td>4.0 hp (3.3 kW), Peak 16 hp (11.7 kW)</td>
<td>4.0 hp (3.3 kW), Peak 16 hp (11.7 kW)</td>
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<tr>
<td>Gear Selection</td>
<td>Forward/Neutral/Reverse</td>
<td>Forward/Neutral/Reverse</td>
</tr>
<tr>
<td>Batteries</td>
<td>(3) 6-cell Flooded Lead Acid</td>
<td>(3) 6-cell Flooded Lead Acid</td>
</tr>
<tr>
<td>Charger</td>
<td>27.5 Watt Halogen headlights, turn signals, horn, and LED tailights/brake lights</td>
<td>27.5 Watt Halogen headlights, turn signals, horn, and LED tailights/brake lights</td>
</tr>
<tr>
<td>Lighting</td>
<td>Self-adjusting Rack and Pinion</td>
<td>Self-adjusting Rack and Pinion</td>
</tr>
<tr>
<td>Steering Mechanism</td>
<td>Independent leaf spring with dual hydraulic shocks</td>
<td>Independent leaf spring with dual hydraulic shocks</td>
</tr>
<tr>
<td>Suspension (Front)</td>
<td>Leaf springs with dual hydraulic shocks</td>
<td>Leaf springs with dual hydraulic shocks</td>
</tr>
<tr>
<td>Suspension (Rear)</td>
<td>4-wheel hydraulic front disc, rear drum</td>
<td>4-wheel hydraulic front disc, rear drum</td>
</tr>
<tr>
<td>Brakes</td>
<td>Hand-operated</td>
<td>Hand-operated</td>
</tr>
<tr>
<td>Pork Brake</td>
<td>ArmorFlex® with automotive paint/clear coat</td>
<td>ArmorFlex® with automotive paint/clear coat</td>
</tr>
<tr>
<td>Body (Front):</td>
<td>Rust-proof aluminum</td>
<td>Rust-proof aluminum</td>
</tr>
<tr>
<td>Body (Rear):</td>
<td>205-65-10 6PR DOT</td>
<td>205-65-10 6PR DOT</td>
</tr>
<tr>
<td>Tires:</td>
<td>74.3 in (188.7 cm)</td>
<td>74.3 in (188.7 cm)</td>
</tr>
<tr>
<td>Wheelbase:</td>
<td>Overall Height</td>
<td>Overall Length</td>
</tr>
<tr>
<td>Ground Clearance (Minimum):</td>
<td>4.4 in (112.2 cm)</td>
<td>118 in (299.7 cm)</td>
</tr>
<tr>
<td>Track Width (Front):</td>
<td>47.5 in (120.6 cm)</td>
<td>118 in (299.7 cm)</td>
</tr>
<tr>
<td>Track Width (Rear):</td>
<td>47.5 in (120.6 cm)</td>
<td>118 in (299.7 cm)</td>
</tr>
<tr>
<td>Overall Width (Min):</td>
<td>62.6 in (159.0 cm)</td>
<td>62.6 in (159.0 cm)</td>
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<tr>
<td>10. Total Vehicle Capacity</td>
<td>150 lbs (40.0 kg)</td>
<td>150 lbs (40.0 kg)</td>
</tr>
<tr>
<td>Bed Load Capacity</td>
<td>550 lbs (249.5 kg)</td>
<td>550 lbs (249.5 kg)</td>
</tr>
<tr>
<td>Towing Capacity</td>
<td>1150 lbs (510 kg)</td>
<td>1150 lbs (510 kg)</td>
</tr>
<tr>
<td>Combined Gross</td>
<td>1150 lbs (510 kg)</td>
<td>1150 lbs (510 kg)</td>
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<tr>
<td>Vehicle Capacity</td>
<td>1656 lbs (751 kg)</td>
<td>1765 lbs (801 kg)</td>
</tr>
<tr>
<td>Max Speed</td>
<td>25 mph (40 kph)</td>
<td>25 mph (40 kph)</td>
</tr>
</tbody>
</table>

©2013 Club Car Inc. Club Car believes the information and spec. 1 colors in this piece of literature were correct at the time of printing. Specifications, standard features, optional features, fabrics and colors are subject to change without notice. Some features may be unavailable when your vehicle is built. Some vehicles are priced with options that may be available at extra cost or may not be available on some models. Ask your dealer about the availability of options and verify that the vehicle you ordered includes the equipment you ordered. There are no warranties, expressed or implied, contained herein. See the limited warranty in the owner’s manual or write to: Club Car PO Box 204638, Augusta, GA 30917. The company reserves the right to make design changes without obligation to make these changes on previously sold units or systems.

CONSENT
AGENDA ITEM #
Bid Specifications

Date: 8/6/2014
To: Mario Gisbert, City Manager
Cc: Jo Smith
From: Cheryl Joyner, Parks & Recreation
Subject: Club Car Carryall 700 E

The Parks and Recreation Department is seeking bids for a Club Car Carryall 700 E or equal electric utility vehicle.

Detailed specifications can be picked up at the Frank Brown Park Community Center or viewed on the City's website at pcbgov.com beginning August 6th.

"Sealed bids" should be dropped off or mailed to Frank Brown Park Community Center located at 16200 Panama City Beach Parkway, Panama City Beach, FL 32413. The envelope should be clearly marked "Electric Utility Vehicle", with name and address on the packet. Submit to the Community Center no later than 9:00 a.m. (CST) August 20, 2014. For information, call 233-5045.

Thank you for your assistance.
Electric Utility Vehicle Specifications-Request for equal specification standard as a Club Car Carryall 700E "or equal"

Power Supply:
1. Drive Motor shall be 48V DC
2. Horsepower-Minimum 3.7 hp rated (continuous) 20 hp (peak)
3. Controller-500 amp-Solid State
4. Batteries-Eight 6 volt Flooded Lead Acid
5. Charger-On Board with Reel, automatic, (1kw Hi-Tigh Frequency)
6. Transmission-Dual drive, double reduction helical gear
7. DC-DC Converter, 16A
8. Single point Watering System

Steering Suspension:
1. Steering-Self Adjusting Rack and Pinion
2. Front suspension-Independent Leaf Springs with Dual Hydraulic shocks
3. Rear Suspension-Semi-independent leaf spring with dual hydraulic shocks
4. Brakes-4-Wheel mechanical Drum
5. Park Brake-Foot operated, Multi-lock
6. Gear Selection Forward/Neutral/Reverse
7. Heavy-Duty Front Suspension

Frame Chassis
1. Frame/Chassis-Aluminum I-Beam
2. Front Body-ArmorFlex with automotive paint/clearcoat
3. Rear Body-Aluminum
4. Front Tires-20X10-10 6-Ply Rated
5. Rear Tires-20X10-10 6 Ply rated
6. Ground Clearance Minimum 5.6"
7. Instrumentation-Battery indicator, Battery warning light,
8. 12 V power Point

Vehicle Capacities
1. Total Vehicle Capacity-1500 lb.
2. Bed Load Capacity-1000 lb.
3. Towing Capacity-1500 lb.
4. Cargo Box-Aluminum-Rail system
5. Bed-65.5"L x 47.5"W x 10.5" H
6. Speed Range 15-17 MPH
7. Differential guard
8. Heavy Duty Brush Guard
9. Headlights, Taillights, Brake lights, Turn signal & Horn
10. 5 panel rear view mirror
11. Heavy Duty Trailer Hitch
12. Canopy Top
13. Hinged Windshield

Warranty

1. 4 Year limited battery
2. 3 Year limited powertrain/Franc
3. 2 Year Remaining Vehicle
REGULAR AGENDA
ITEM NO. 1

PROCLAMATION
~Proclamation~

A PROCLAMATION PAYING TRIBUTE TO BEACH CARE SERVICES AND STAFF
BY PROCLAIMING SEPTEMBER, 2014 AS “BEACH CARE SERVICES MONTH”

WHEREAS, founded in 1999, the mission of Beach Care Services is to provide short-term emergency assistance to the needy people on the Beach; and

WHEREAS, Beach Care Services refer clients to other social service agencies in Bay County when their specialized needs require long-term assistance; and

WHEREAS, Beach Care Services has the slogan “Locals Helping Locals” and help the needy via rent assistance, utility payments, transportation, and prescriptions; and

WHEREAS, Beach Care Services is totally staffed by volunteers and supported by donations from the community; and

WHEREAS, Beach Care Services also acts as a referral service for hundreds of people every year to other social service agencies for food, clothing, household items, medical/mental care, employment services, rehabilitation services, and many other short-term needs; and

WHEREAS, Beach Care Services has assisted 800 clients last year and spent $82,000 for client services, over half being for utilities; and

WHEREAS, Beach Care Services work to keep families intact, many clients being a payday or so away from being homeless; and

NOW, THEREFORE, BE IT RESOLVED that I, Gayle F. Oberst, as Mayor of the City of Panama City Beach do hereby proudly proclaim the month of September, 2014 as “BEACH CARE SERVICES MONTH”

in the City of Panama City Beach, to honor the volunteers for their tireless efforts to help the needy in our own community.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of the City of Panama City Beach to be affixed this Twenty-Eighth of August, in the Year of Our Lord Two Thousand Fourteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

AGENDA ITEM # 1

ATTEST:

Holly J. White, City Clerk
REGULAR AGENDA
ITEM NO. 2

PROCLAMATION
~Proclamation~

A PROCLAMATION PAYING TRIBUTE
TO THE LIBRARY CARD
BY PROCLAIMING SEPTEMBER, 2014
AS “LIBRARY CARD SIGN-UP MONTH.”

WHEREAS, the library card is the most important school supply of all; and
WHEREAS, children who use the library perform better in school; and
WHEREAS, libraries enhance the educational experience; and
WHEREAS, libraries meet the needs of all types of students by providing free access to educational databases, the Internet, homework help, online tutoring and books; and
WHEREAS, libraries provide the opportunity to pursue their own interests leading to a more effective learning; and
WHEREAS, the library card is the “smartest card” you can own and use;

NOW, THEREFORE, BE IT RESOLVED that I, Gayle F. Oberst, as Mayor of the City of Panama City Beach do hereby proudly proclaim the month of September, 2014 as

“LIBRARY CARD SIGN-UP MONTH”

in the City of Panama City Beach, and encourage everyone to sign up for the smartest card and use their library to improve their lives.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Twenty-Eighth Day of August, in the Year of Our Lord Two Thousand Fourteen.

City of Panama City Beach

[Signature]
Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk
REGULAR AGENDA
ITEM NO. 4
BOARD APPOINTMENTS
MEMO

To: Mario Gisbert

From: Jo Smith

Dated: 8/22/14

RE: Board members

1. For the CIVIL SERVICE BOARD, Sherry Swartout is the Council appointment and has said she would serve again at the Council’s pleasure. No one else applied for the seat. Lawrence Hand is the Employee’s representative and will be considered for re-appointment at the Employee Meeting of September 2nd.

2. For the EXAMINING BOARD, replacing Danny Cohen, James Ryerson has requested to be considered to fill this vacancy. Due to the Board requiring an Electrical Contractor, he is the only applicant for the position. This seat will be through 7/22/15.

3. For the PLANNING BOARD, Four current members of the Planning Board said they would serve again at the pleasure of the Council. Ed Benjamin, Felicia Cook, Ron Dowgul, and Craig Duran. One new Applicant applied for the Board, Josh Wakestein.

4. The Council will also need to appoint the Planning Board Chair who will serve one year, and the Planning Board members will choose the Vice-Chair.
<table>
<thead>
<tr>
<th>BOARD</th>
<th>MEMBER</th>
<th>TERM</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIVIL SERVICE</td>
<td>Paul Churchwell (Chairman)</td>
<td>2014</td>
<td></td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Phil Chester (Council)</td>
<td>2015</td>
<td></td>
</tr>
<tr>
<td>1st Wednesday</td>
<td>Debbie McCormick (Employees)</td>
<td>2015</td>
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<tr>
<td>12:00 P.M.</td>
<td>Sherry Swartout (Council)</td>
<td>2014</td>
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<tr>
<td>2 yr term</td>
<td>Lawrence Hand (Employees)</td>
<td>2014</td>
<td></td>
</tr>
<tr>
<td>4 pick 5th</td>
<td></td>
<td></td>
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<tr>
<td>PLANNING</td>
<td>Ed Benjamin Chair (13) <a href="mailto:mtsepb@comcast.net">mtsepb@comcast.net</a></td>
<td>2014</td>
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<tr>
<td>Regular Meeting</td>
<td>Ronald Dowgul <a href="mailto:rdowgul@gmail.com">rdowgul@gmail.com</a></td>
<td>2014</td>
<td></td>
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<tr>
<td>2nd Monday</td>
<td>Clara Pease Vice-Chair (13) <a href="mailto:pease00@comcast.net">pease00@comcast.net</a></td>
<td>2016</td>
<td></td>
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<tr>
<td>2:00 P.M.</td>
<td>Craig Duran <a href="mailto:craig@pelicanproperty.com">craig@pelicanproperty.com</a></td>
<td>2014</td>
<td></td>
</tr>
<tr>
<td>4 yr term</td>
<td>Paul Turner, No email</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Chmn annually by CC</td>
<td>Tony Viejo <a href="mailto:theexitguy@aol.com">theexitguy@aol.com</a></td>
<td>2016</td>
<td></td>
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<tr>
<td>VC chosen by Bd</td>
<td>Felicia Cook <a href="mailto:felicia.cook@chsfl.org">felicia.cook@chsfl.org</a></td>
<td>2014</td>
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<tr>
<td></td>
<td>(School Bd Member-Non-Voting)</td>
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<td></td>
<td>Wayne Elmore (no compensation)</td>
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<td>EXAMINING</td>
<td>Joe Free (Htg &amp; Air)</td>
<td>2015</td>
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<tr>
<td>Regular Meeting</td>
<td>Robert Stumpf (Plumbing)</td>
<td>2015</td>
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<tr>
<td>3rd Monday</td>
<td>Frank Woodford (Gas)</td>
<td>2015</td>
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</tr>
<tr>
<td>3:00 P.M.</td>
<td>(Electrical)</td>
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<td></td>
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<tr>
<td>3 yr term</td>
<td>Darrell Rizzuto (Building)</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>term expires 7/22</td>
<td>Larry J Couch, Sr (Civilian)</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Robert Klemen (Building)</td>
<td>2016</td>
<td></td>
</tr>
</tbody>
</table>
COMMITTEE VOLUNTEER
CIVIL SERVICE BOARD APPLICATION
PLEASE PRINT

NAME: SHERRY A. SWARTOUT

HOME ADDRESS: 213 SAN PABLO ST., PCB, FL 32413

MAILING ADDRESS: Same

Home Phone: 233-2235 Business Phone: 236-3038 Cell: 866-9345

How is it best to contact you during the day? 233-2235 or 236-3038

E-mail Address: sosfcb@att.net Fax Number: None

Business Address: PCB SENIOR CENTER, 423 LYNDELL LANE, PCB

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

Do you hold a public office? Yes ☐ No ☑

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

If you, which one(s)? Civil Service Board

Which Board would you prefer? Civil Service Board

Please provide, if desired, briefly your education and experience. Retired Federal Civil Service as a CONTRACT SPECIALIST. VOLUNTEER AT PCB SENIOR CENTER. BA FROM EAST CAROLINA UNIVERSITY. A Workshop is usually held the last Tuesday of the month.

Civil Service Board meets monthly 1st Monday, Noon. My signature below indicates my desire to serve on the Civil Service Board on a voluntary capacity.

Signature of Applicant

Date

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108. Closing Date for applications August 15, 2014.

Council will make their choices 8/28/14 at their 2 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcbgov.com.

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

RECEIVED

JUN 30 2014

AGENDA ITEM #4 1 IN OFFICE OF MAYOR & CITY MANAGER
MEMORANDUM

August 18, 2014

TO: Panama City Beach City Council

FROM: Ken Thorndyke, Building Official

RE: Appointment of Examining Board Member

Danny Cohen – Electrical Contractor – Resignation

James Ryerson – Electrical Contractor – Appointment

Mr. Danny Cohen has voiced his resignation in a phone conversation with our office and will follow up with a formal letter of resignation.

I have talked with Mr. Ryerson and he is willing to serve on the Examining Board. He is a Panama City Beach resident and active in the electrical trade. Please consider appointing him to serve on our Examining Board at your earliest convenience.

www.pcbgov.com

AGENDA ITEM #4-2
BALLOT

Council selection for 4 Planning Board members,

Ed Benjamin (current)
Felicia Cook (current)
Ron Dowgul (current)
Craig Duran (current)
Josh Wakestein (new)

Choices:

_________________________________________________________________________

Signature  8/28/14
COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: Ed BENJAMIN

HOME ADDRESS: 2025 Wells St

MAILING ADDRESS: PCB 32413

Home Phone: 230-0092 Business Phone: Cell: 624-3800

How is it best to contact you during the day?

E-mail Address: MTSEPB@CONAGA.COM

Business Address:

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

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

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

Planning Board meets monthly 2nd Monday, 2PM.

My signature below indicates my desire to serve on the Planning Board in a voluntary capacity.

Signature of Applicant 7/17/14

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

Please return the completed form to Jo Smith, at the City Manager=s office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcbgov.com.

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

RECEIVED
JUN 18 2014

AGENDA ITEM #
COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: _Felicia R. Cook ____________________________

HOME ADDRESS: _104 Sunset Avenue________________________

MAILING ADDRESS: _104 Sunset Avenue __________________________

Home Phone: _816.686.6884_ Business Phone: _747.5411 x1520_ Cell: _816.686.6884__

How is it best to contact you during the day? ___Cell __________________________

E-mail Address: _fcook66@yahoo.com_ Fax Number: _850.747.5662____

Business Address: _914 Harrison Avenue, PC, FL_ 32401____________________

Are you a registered voter of the City of Panama City Beach? ___Yes__ ___No____
Do you hold a public office? ___Yes ___No_X____

At the present time, do you serve on any City Board, Commission or Committee? ___Yes____
If you, which one(s)? Planning Board, CDD Pier Park Board,____________________

Which Board would you prefer? ___There is not at conflict____________________

Please provide, if desired, briefly your education and experience.____________________

Planning Board meets monthly 2nd Monday, 2PM.

My signature below indicates my desire to serve on the PCB Planning Board in a voluntary
capacity.

Signature of Applicant ____________________________ Date __________________________

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to
jsmith@pcbgov.com or via fax at (850) 233-5108.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcbgov.com.

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

RECEIVED
JUN 15 2014
IN OFFICE OF MAYOR & CITY MANAGER
AGENDA ITEM #
COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: Ronald W. Downe

HOME ADDRESS: 148 ESCALANTE AVE. PCB 32413

MAILING ADDRESS: SAME AS ABOVE

Home Phone: 813-615-2 Business Phone: 249-5415 Cell: 814-6152

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

E-mail Address: R Downe@pcbgov.com Fax Number: 249-5415

Business Address: 206 S. Alverez

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

Do you hold a public office? Yes ☑ No ☑

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

If you, which one(s)?

Which Board would you prefer? Planning

Please provide, if desired, briefly your education and experience. SEE ATTACHED CV

Planning Board meets monthly 2nd Monday, 2PM.

My signature below indicates my desire to serve on the Planning Board in a voluntary capacity.

[Signature]

Signature of Applicant

Date March 1, 2014

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

Please return the completed form to Jo Smith, at the City Manager’s office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108.

CLOSING DATE FOR APPLICATION IS Noon, March 19, 2014. Council will make their choice 3/27/14 at the 2PM meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcbgov.com.

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

RECEIVED

FEB 28 2014

AGENDA ITEM # 3

IN OFFICE OF MAYOR & CITY MANAGER
Ronald W. Dowgul, Ph.D., P.E.

Registrations: Florida P.E. No. 0034224
Alabama P.E. No. 17481
Mississippi P.E. No. 17583
Florida Certified General Contractor,
License No. CGC1503646

Education: B.S., Mathematics and Physics
Alliance College
M.S., Mechanical Engineering
Florida State University
Ph.D., Civil Engineering
Florida State University
U.S. Navy Diving Course
Magnetic Particle Testing (ASNT course)
Liquid Dye Penetrant Testing (ASNT course)
Boiler and Pressure Vessel Design (ASME course)

Military: U.S. Army - Vietnam Veteran

Experience:

August 2012 to Present, Adjunct Professor at Gulf Coast State
College, Panama City, Florida.

February, 1984 to Present, Providing consulting
services in the areas of design, construction, failure
analysis and reconstruction. Services include forensic
analysis of mechanical devices, and building-related
failures, verification of compliance with applicable
industry standards (Including OSHA, ASME/ANSI, NFPA, Florida
and International Building Codes), and expert witness
testimony. Provided structural design and construction
services for various commercial and residential projects.

January, 1983 to 2004, Senior Mechanical
Engineer, U.S. Navy Coastal Systems Station
(Panama City Beach, FL 32407). Responsible for
the design, testing, and development of mechanical
components of a complex system which were of an
experimental nature and in compliance with applicable
government and industry codes and standards
(ASME/ANSI, NFPA, etc.)

July, 1981 to January, 1983, Army Liaison agent,
MERADCOM/NEDU, Navy Experimental Diving Unit
(Panama City Beach, FL 32407).
August, 1975 to July, 1981, Naval Coastal Systems Center (Panama City Beach, FL 32407). Functioned at various levels of engineering support.

Published Papers:
"Humidifier for Physiological Simulation", Govt. Navy Tech. Cat. 0130-Case No. 65936
Govt. (in-house)--22 various reports
"WK11 and MK12 CO2 Scrubber Development", presented at 1962 ASME Winter Meeting
"Deficiency Analysis of Coastal Buildings toward Storm Damage Reduction"
ASCE, Journal of Performance of Constructed Facilities
March/April 2010, Volume 24, Number 2
ISSN 0887-3828, CODEN: JPCFHV

Patents
U.S. Patent #4,193,966
U.S. Patent #4,350,662

Society Memberships:
American Society of Mechanical Engineers (1984-2001)
Prior member of ASME PVHO (Pressure Vessels for Human Occupancy), Code Piping Subcommittee
Member of Bay County Construction Industry Advisory Committee (1994-1996).
Prior member of Southern Building Code Congress International, Inc.
Panama City Beach - Board of Adjustments 2000 - 2003
2008 to 2012.
COMMITEE VOLUNTEER
APPLICATION
PLEASE PRINT

NAME: Craig Duran

HOME ADDRESS: 214 Kensington Circle, Panama City Beach, FL 32413

MAILING ADDRESS: 15900 Front Beach Road Suite 104, PCB, FL 32413 (office)

Home Phone: _____________ Business Phone: 850-249-4185 Cell: 850-527-0221

How is it best to contact you during the day? __Cell
E-mail Address: _______________ Fax Number: 866-505-3432

Business Address: ______same as mailing address____

Are you a registered voter of the City of Panama City Beach? Yes___ No___
Do you hold a public office? Yes___ No___

At the present time, do you serve on any City Board, Commission or Committee? Yes___
If you, which one(s)? PCB Planning and Zoning

Please provide, if desired, briefly your education and experience. college graduate, member of PCB Planning Board for the last 3 years

Planning Board meets 2nd Monday, 2PM.
Board Adjustment 1st Tuesday 3PM, and
Civil Service Board 1st Wednesday, 2PM

My signature below indicates my desire to serve on the PCB Planning Board in a voluntary capacity.

Signature of Applicant: ____________________________

Date: 8/16/2010 __8/23/14____

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

Please return the completed form to Jo Smith, at the City Manager’s Office in person or via fax at (850) 233-5108 NO LATER THAN NOON, FRIDAY, 8/20.
Any questions, please phone 233-5100 and ask for Jo.

NOTE: You must live within the City limits to be considered for the appointment.
COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: Josh Walkstein

HOME ADDRESS: 99 Hombre Cir. PCB, FL 32407

MAILING ADDRESS: Same as home

Home Phone: 234-6112 Business Phone: 233-6837 Cell: 258-8772

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

E-mail Address: joshwalkstein@comcast.com Fax Number: 233-6837

Business Address: 700 Pier Park Dr. 5th 165 PCB, FL 32407 or 7622 McElroy Rd. PCB, FL 32407

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

Do you hold a public office? Yes ☑ No ☑

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

If you, which one(s)?

Which Board would you prefer? Planning Board

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

Planning Board meets monthly 2nd Monday, 2PM.

My signature below indicates my desire to serve on the Planning Board in a voluntary capacity.

Signature of Applicant 6/7/14

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to jsmith@pcb.gov.com or via fax at (850) 233-5108. Closing Date for applications August 15, 2014. Council will make their choices 8/28/14 at their 2 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcb.gov.com.

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

RECEIVED
AUG 07 2014.

AGENDA ITEM #4 3
IN OFFICE OF MAYOR & CITY MANAGER
Josh Wakstein  
99 Hombre cir.  
Panama City Beach, FL 32407  
Cell phone #: 850-258-8772  

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

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

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

If there are any questions you have for me or would like more detail on me or my experience please feel free to call me anytime at the number on the top of the page.
REGULAR AGENDA
ITEM NO. 5

RESOLUTION 14-85
RESOLUTION 14-85

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF THREE POLICE K-9S IN THE AMOUNT OF $27,690; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and K-9 Training Center relating to the purchase of three trained K-9s to be used by the Police Department, in the total amount of Twenty-Seven Thousand Six Hundred and Ninety Dollars ($27,690), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit A and presented to the Council today, draft dated July 21, 2014, 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 (#31) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2013, and ending September 30, 2014, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the appropriation of funds for the purposes stated herein.

3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 28 day of August, 2014.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

Holly White, City Clerk
INTER-CITY CORRESPONDENCE
OFFICE OF CHIEF OF POLICE
Chief Drew R. Whitman
Panama City Beach Police Department

To: Mario Gisbert, City Manager

From: Drew R. Whitman, Chief of Police

Date: August 12, 2014

Topic: City Council Agenda Item – Canine Budget

I would like to respectfully request the following item be placed on the agenda for the upcoming City Council meeting on Thursday, August 28, 2014 for their consideration:

With the help from a few community leaders, they have donated $66,600.00 to help purchase, as well as provide training and equipment for three K-9’s for the Police Department. I’m requesting consideration and approval from the City Council for the expenditure of these funds. The K-9s were put out for bids on the City’s website and we received two sealed bids. The K-9 Training Center out of Mississippi was the lowest bid and we would like to go with them on the three K-9’s and the training for the three officers. Please see the attached packet for further information.

Respectfully,

Drew R. Whitman
Chief of Police

cc: City Council members
    Jo Smith
    Holly White
Date: 07/21/2014

Ref: Sealed Bid.

Attention: Capt. Rich L. McClanahan
Panama City Beach Police Department
17110 Firenzo Av.
Panama City Beach, Florida. 32413

This bid is for three (3) Dual Purpose Police K-9's trained in Narcotic Detection, Patrol Apprehension, and Tracking. The K-9's will be Belgium Malinois or German Shepherds as specified. Training will include 5 weeks of intense Handler training with weekly testing and evaluation. To be held at the K-9 Training Center. Manuals will be included.

Lodging will be for 5 weeks at the K-9 Training Center. No charge of weekends.

A two year warranty will be included on all K-9's. This includes all genetic health that could arrive during the two year warranty. This does not include accidents. Health Records will be furnished with each K-9. X-rays will be furnished. All original documentation will be furnished. K-9's will have the opportunity to certify A.W.D. A National Certification. at the end of the 5 week school to be included in this bid.

No equipment is included in this bid. (We have equipment on hand for sale at the K-9 Training Center. We recommend you not buy equipment til you have selected your k-9 to insure proper fit and sized correctly.)

The Total Bid price for the items mentioned above is $27,690.00.

A signed contract must be signed if the bid is accepted.

[Signature]
Gary Dodds/K-9 Training Center

7/21/14
Date

Exhibit A

AGENDA ITEM # 5
Date: 05/06/14

To: Panama City Beach Police Department  
   Panama City Beach, FL

Reference: Price quote for one Dual Purpose Explosives / Patrol K-9 and school

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dual Purpose Explosives K-9 (Hand picked by Gary Dodds)</td>
</tr>
<tr>
<td>2</td>
<td>5 weeks training school included for K-9</td>
</tr>
<tr>
<td>3</td>
<td>Lodging for officer $25/night *Weekends free</td>
</tr>
<tr>
<td>4</td>
<td>Training manual included</td>
</tr>
<tr>
<td>5</td>
<td>X-Rays included</td>
</tr>
<tr>
<td>6</td>
<td>Two year warranty on K-9</td>
</tr>
<tr>
<td>7</td>
<td>Equipment not included</td>
</tr>
<tr>
<td>8</td>
<td>AWD Certification (This will go to the American Working Dog Association)</td>
</tr>
<tr>
<td>9</td>
<td>Tax Exempt</td>
</tr>
</tbody>
</table>

Total | $9,230.00

*This price is contingent on if you buy all dogs from us.
CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10  

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<tr>
<th>FUND</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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<td>TO 001-0000-366.20-00</td>
<td>Contributions 3rd Party</td>
<td>224,411.00</td>
<td>(65,600.00)</td>
<td>(291,011.00)</td>
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<td>TO 001-2101-521.64-20</td>
<td>Machinery and Equipment</td>
<td>194,595.00</td>
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<td>Travel and Per Diem</td>
<td>15,000.00</td>
<td>5,655.00</td>
<td>20,655.00</td>
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<td>TO 001-2101-521.56-30</td>
<td>Permits and Registrations</td>
<td>2,000.00</td>
<td>315.00</td>
<td>2,315.00</td>
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<td>TO 001-2101-521.52-10</td>
<td>Operating Supplies</td>
<td>112,032.00</td>
<td>5,880.00</td>
<td>117,912.00</td>
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<td>TO 001-2101-521.60-10</td>
<td>Capital Outlay &lt; $5,000</td>
<td>176,616.00</td>
<td>16,590.00</td>
<td>193,206.00</td>
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<td>TO 001-2101-521.52-20</td>
<td>Fuel, Oil and Lubricants</td>
<td>300,000.00</td>
<td>1,500.00</td>
<td>301,500.00</td>
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<td>TO 001-8100-999.95-00</td>
<td>Reserves-Restricted (K9 Program)</td>
<td>1,972,332.00</td>
<td>11,160.00</td>
<td>1,983,492.00</td>
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</table>

Check Adjustment Totals: 2,548,164.00  0.00  2,548,164.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend budget to reflect donations received to date for expansion of K9 program and to reflect
 fy 2014 expenditures and designation of funds for future years.

ROUTING FOR APPROVAL

DEPARTMENT HEAD __________ DATE ______________ CITY MANAGER __________ DATE ______________

CITY CLERK __________ DATE ______________
REGULAR AGENDA
ITEM NO. 6

RESOLUTION 14-86
RESOLUTION 14-86

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Infrastructure Corporation of America, relating to mowing and turf management services to be undertaken by the City along certain highways in the City, in the basic amount of Ninety Eight Thousand Nine Hundred Ninety-Eight Dollars and Eighty-Three Cents ($98,998.83), in substantially the form attached and presented to the Council today, draft dated July 10, 2014, 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 __________, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

__________________________
Holly White, City Clerk
This Contract, made this 10 day of July, 2014, between INFRASTRUCTURE CORPORATION OF AMERICA, a Tennessee corporation having its principal place of business at 750 Old Hickory Blvd. Bld. 1, Suite 200, Brentwood, Tennessee 37027, hereinafter called ICA and, Panama City Beach having its principal place of business at 110 S. Arnold Road, Panama City Beach, Florida 32413, hereinafter the CONTRACTOR:

RECITALS:
A. ICA has a contract with Florida Department of Transportation, ("FDOT"), to perform certain work for FDOT on E3M31-RO AM Contract.

B. ICA wishes to subcontract a portion of the work under the above contract to the CONTRACTOR, and the CONTRACTOR is willing to perform the work on the terms and conditions stated herein.

1. Justification and Location: To provide specialized personnel, materials and equipment to perform quality turf management on selected state roadways within Bay and County for the next twelve (12) months.

2. Description of Work: Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside areas within the right-of-way limits along the selected highways in Bay County.

The Contract term shall be one (1) year from the date of execution by ICA, beginning July 1st, 2014 and will expire June 30, 2015, with up to six (6) one yearly renewal by written agreement between both parties, City of Panama City Beach and ICA.

3. Scope of Services Attached. See Attachment “B”

4. Estimate of quantities of work and the basis of payment. For satisfactory work, ICA shall pay the CONTRACTOR as defined below. (Quantities are estimates only and may be adjusted up or down at the sole discretion of ICA):

<table>
<thead>
<tr>
<th>Activity Code</th>
<th>Pay Item No.</th>
<th>Description</th>
<th>Account</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Cost</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>See Attached</td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Blanket Purchase Order # 058407

Total $98,998.83

Panama City Beach BPO # 058407

Page 1 of 3
COORDINATION OF PLANS AND SPECIFICATIONS:
The General Specifications, Scope of Services, and any attachments are integral parts of this Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. The Contract, and Amendments
2. The Scope of Services, Attachment “B”
3. The General Specifications, Attachment “C”

The General Specifications attached hereto as Attachment “C” are adopted and incorporated by reference and made part of this Contract, except as provided below.

Section 3.5 INDEMNITY: Last sentence shall be changed to, “The obligation of Contractor for indemnification hereunder shall be limited to the sum of Three hundred thousand ($300,000.00) per occurrence or an amount equivalent to the compensation paid to Contractor under this contract, whichever is greater, unless separately agreed by the parties hereto and memorialized by written addendum to this contract per Florida Statutes Section 768.28, paragraph 5.”

Section 3.8 PERFORMANCE and PAYMENT BOND: Performance and Payment Bond is waived in this Contract.

Section 4.3.2 Operations: 2nd paragraph shall be changed to, “Only No regular work shall be performed, only emergency work shall be performed on the following; Sundays; Thanksgiving Day; New Year’s Day; Christmas Day; Independence Day; or Labor Day.”

PAYMENT TERMS:
Upon inspection and acceptance of the work, the CONTRACTOR shall submit a detailed invoice. Payment will be made for satisfactory work net thirty (30) days from the date of invoice.

Description of additional attachments made part of this contract:

2. Attachment “E” – Mowing Locations & Quantities

ENTIRE CONTRACT:
This Contract, and any Attachments constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all negotiations, prior discussions, and prior agreements relating to such subject matter.

AMENDMENTS:
This Contract may be amended only by a written document signed by both parties.
IN WITNESS WHEREOF, the parties have signed the Contract by their duly authorized representatives.

CONTRACTOR: Panama City Beach

By ____________________
   Sign/Date

   ____________________
   Printed Name

   ____________________
   Title

INFRASTRUCTURE CORPORATION OF AMERICA:

Approval Recommended:

By ____________________
   Sign/Date

   ____________________
   Printed Name

   ____________________
   Title

Authorized Personnel:

   ____________________
   Sign/Date

   ____________________
   Title
## BID SHEET

**Panama City Beach**  
**CONTRACTOR'S NAME**  
110 S. Arnold Road Panama City Beach, Florida 32413  
**CONTRACTOR'S ADDRESS**

<table>
<thead>
<tr>
<th>Activity Code</th>
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<th>QTY</th>
<th>Unit Cost</th>
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<td>471</td>
<td>PCB-471-21</td>
<td>Mowing (Large Machine)(46160000, Sites 1 &amp; 2)</td>
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<td>Acres</td>
<td>149.349</td>
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<td>9.131</td>
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<td>$958.76</td>
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<td>4540</td>
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<td>Edge Mile</td>
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</tbody>
</table>

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ATTACHMENT “B”
Scope of Service
Roadside Mowing

All mowing operations in this scope of service shall be in accordance with Florida Department of Transportation (Bureau of Maintenance) “Turf Management Guide” (Current Edition)

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside areas, Edging and sweeping to eliminate excess growth of grass and/or vegetation along curbs and sidewalks, and the removal of litter and debris from within the right-of-way limits along the selected highways in the City Limits of Panama City Beach located within Bay County (see attached chart for details, Attachment C). The work described in these specifications includes routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment and the periodic mowing of areas that may require the use of specialized equipment. Hand labor or small machine mowing may be required to perform the specified work in certain areas or during certain times of the season. Vegetation shall consist of all grass and all succulent weed growth.

2.0 Types of Mowing Areas

2.1 Mowing encompasses the routinely mowed areas of shoulders, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms, around retention ponds including dry pond bottoms, raised median islands and various width utility strips, ponds and similar areas designated by ICA’s Project Manager or designee.

2.2 Slope mowing is generally limited to slopes greater or steeper than 3:1 and that are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, canal banks, etc. Perform slope mowing using a boom-type slope mower and/or the use of weed eaters may be allowed. Mow canal banks and ditches that are inaccessible to conventional equipment using the boom-type slope mower and/or the use of weed eaters may be allowed.

2.3 Edging and Sweeping shall be conducted at all location where sidewalks and/or curb and gutter are present.
2.4 ICA’s Project Manager or designee may require mowing of additional areas and will designate the type of mowing required. These areas may be additional areas during a cycle or areas that need mowing between cycles for aesthetic value or weed control. Payment for the additional areas will be made under the appropriate item for the pro rata share of the mowing cycle required. Examples of additional areas include fence line, rest areas and certain retention ponds not mowed as part of regular mowing cycle.

3.0 Quantity and Frequency of Mowing

3.1 The area and limits of mowing will be established in the field by ICA’s Project Manager or designee. The quantity of mowing will be measured and paid as a mowing cycle not acres. ICA makes no assertion as to the number of acres included in each mowing cycle. As the number of acres mowed may vary from cycle to cycle, due to field conditions, ICA has provided the FDOT RCI data for the contractor’s reference.

3.2 ICA’s Project Manager Engineer or designee will direct the Contractor when to begin each mowing cycle, by an approved work order/Purchase Order. The number and timing of cycles will depend upon the growth conditions of the grass during the season. However, the actual number of cycles may be increased or decreased as directed by ICA’s Project Manager or designee. For estimating purposes, please use seven (7) mowing cycles as a base estimate.

3.3 Weather permitting, complete one cutting cycle for roadside and/or slope areas within 21 calendar days of beginning the cycle.

NOTE: Mowing operations shall occur during daylight hours only. No mowing or litter removal operations will be conducted at night without written permission from ICA’s Resident Maintenance Engineer.

4.0 Equipment

4.1 All equipment shall be subject to inspection by ICA’s Project Manager or designee at any time. Properly maintain safety devices at all times. All safety equipment shall meet FDOT requirements.

4.2 If ICA’s Project Manager or designee determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of ICA’s Project Manager or designee.
4.3 Inspection of the Contractor’s equipment by ICA’s Project Manager or designee shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

4.4 Equipment or Operators which damages the pavement, signs, object markers or turf in any way will not be allowed. Repairs to all damages caused by the Contractor’s equipment will be at no cost to ICA or FDOT.

4.5 Contractor shall use amber flashing lights or strobe lights with 360 degree visibility on all equipment. Do not use these lights when traveling to and from the jobsite.

5.0 Mowing Equipment

5.1 All mowing equipment shall be painted a uniform color of high visibility.

5.2 The mowing equipment shall be in good repair capable of producing a clean, sharp cut meeting the performance criteria set forth under State Contract E3M31-RO (page 33), Turf Management Guide and the State’s Maintenance Rating Handbook under Vegetation and Esthetics with uniform distribution of the cuttings.

5.3 Furnish equipment of the type and quantity necessary to perform the work satisfactorily within the time specified herein. If, in the opinion of ICA’s Project Manager or designee, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, ICA’s Project Manager or designee may direct the Contractor to provide additional equipment at no additional cost to ICA.

6.0 Method of Operations

6.1 Mowing limits also include any mowing by weed eater or small machine. Litter Removal will be performed prior to all mowing operations. Litter limits are the same as mowing limits. Litter will be bagged and may be placed at the back of the clear zone until removed at the end of each work day. The quantity of litter removal will be measured and paid as a litter cycle, not acres. The contractor shall dispose of all litter at an approved disposal facility. The contractor shall comply with all applicable laws and other requirements when disposing of litter. No additional payment will be made for the disposal of litter as it is considered as part of the contract unit price for the litter removal cycle. For estimating purposes, please use twelve (12) cycles as a base estimate.

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AGENDA ITEM #
6.2 ICA's Project Manager or designee will at the beginning of each month provide a Work Order/Purchase Order for each mowing, litter, edging and sweeping cycle. Advise ICA's Project Manager or designee when work is interrupted due to weather, equipment breakdowns, etc.

6.3 On the initial routine cutting cycle, commence mowing at either or both ends of the project and proceed continuously toward the opposite end. On subsequent cycles, follow the pattern adopted for the first cycle unless noted by ICA's Project Manager or designee specifically authorizing a change in the pattern.

6.4 At the conclusion of each working day, complete all mowing within the longitudinal limits worked, except that not more than one-mile may be partial mowed.

6.5 Complete a full cutting cycle prior to beginning another cycle.

6.6 When weather conditions or work by other contractors prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, ICA's Project Manager or designee may require the Contractor to cut these areas as part of the next cycle without penalty for exceeding the time allowed. When directed by ICA's Project Manager or designee, do not mow grass areas that are saturated with standing water with standard mowing equipment. Mowing of wet or saturated areas may be requested to be mowed by hand or boom-type equipment, or ICA's Project Manager or designee may elect to have the areas mowed at subsequent cycles. No deduction will be made from the pay quantities for any such area not mowed unless the area exceeds one acre. Reduction in pay will be based on a pro-rata share of the mowing cycle. No increase in pay will be made for future mowing of these areas, unless a deduction was made.

6.7 Exercise care to preclude any source of litter as a result of the mowing operation. If litter has been mowed over and has created a nuisance or unsightly condition it will be the Contractor's responsibility to remove said litter at no additional cost to ICA.
6.8 When mowing fenced retention ponds, the Contractor will be required to remove any and all vegetation from the fence encompassing the pond as part of the mowing operations within the pond limits. Litter shall be removed from around the ponds and identify to ICA’s Project Manager or designee of debris or litter in the wet pond area that cannot be removed by the Contractor’s work force. All gates for fenced retention ponds shall be locked after the Contractor’s employees have completed their operations or by the end of each day’s work.

6.9 During mowing operations, consult with ICA’s Project Manager or designee for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-mow, without additional compensation, the area(s) so that the total cutting cycle may be satisfactorily completed within the specified time.

6.10 The Contractor shall not perform any unsafe mowing maneuvers in the median or shoulder areas that may pose a danger to the traveling public or their personnel and equipment.

7.0 Limitation of Operation

7.1 When mowing within ten (10’) feet of the travel way, operate equipment in the direction of traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the Florida Department of Transportation “Roadway Design Standards for Roads and Bridges, section 600” current edition, and/or the U.S. Department of Transportation’s Manual on Uniform Traffic Control Devices.

7.2 When boom-type slope mowers are operated on the shoulder, station a flagman to warn other traffic and assist the operations. Place warning signs at least one thousand (1000’) feet in advance to warn traffic. When these mowers are crossing the travel way or bridges, provide flag protection and shadow vehicles.

7.3 When necessary for mowing machines to cross bridges with full width shoulders on the right, make the crossing on the shoulder. Cross all bridges with care. Keep such crossings to the minimum required to complete the work as specified.
8.0 Quality of Work

8.1 Cut all grass and vegetation to a height meeting the performance criteria set forth under State Contract E3M31-RO (page 33) Turf Management Guide and the State’s Maintenance Rating Handbook under Vegetation and Esthetics with a maximum tolerance of one-half (1/2”) inch plus or minus.

8.2 Connect areas of different widths with smooth flowing curve transitions. The accumulation or the piling of cuttings will not be permitted especially on top of drainage structures.

8.3 Where landscaping has been established or natural landscaping (Wild Flowers) has been preserved, mowing shall conform to the established mowing contours.

8.4 Mow around existing appurtenances as directed by ICA’s Project Manager or designee. Appurtenances shall include, but are not necessarily limited to, sign post and bases, delineator posts, fences, guardrail or barrier walls, headwalls, end walls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscaped areas, etc.

8.5 Edging and Sweeping shall consist of using motorized equipment to provide a straight edge along both sides of sidewalks if turf is present and along the back side of curbs. Sweeping shall consist of removing from sidewalks and gutters all grass trimmings and dirt to present a clean and orderly appearance.

8.6 The Contractor will not be required to rake or remove grass or other vegetation cuttings from the right-of-way except for grass or clippings created by the Contractor on sidewalks, gutter and paved, areas as a result of mowing operations. Leaving or stock piling of grass clippings on drainage inlets will not be allowed at any time.

9.0 Compensation

9.1 Payment will be made on the basis of the Contract unit prices shown in the Bid Sheet including all labor, equipment, materials, fees, permits, licenses, taxes and incidentals.
9.2 Payment shall be full compensation for furnishing all equipment, materials, labor, supervision, and incidentals necessary to complete mowing operations specified. The cost of hand labor and small machine mowing will not be measured separately for payment but will be considered incidental to other items of work for which payment is made.

9.3 Assessments or pay reductions may result if it is determined that due to Contractor negligence caused ICA to receive an a pay reduction or assessment due to lack of meeting quality performance measures for mowing and litter as set forth for in the performance criteria set forth under State Contract E3M31-RO (page 33), Turf Management Guide and/or the State’s Maintenance Rating Handbook under Vegetation and Esthetics.

10.0 Incidents during mowing operations

10.1 The contractor shall report all incidents that occur during mowing operations to ICA’s Project Manager or designee within 24 hours or less from the time of the incident. If Florida Highway Patrol or any other law enforcement has to report to the scene of an incident the contractor shall immediately contact the ICA office upon arrival of law enforcement.

11.0 Duration of Contract

11.1 The Contract term shall be one (1) year from the date of execution by ICA, with up to six (6) one yearly renewals with written agreement between both parties, City of Panama City Beach and ICA.

END OF SCOPE OF SERVICES
1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached exhibits (if any).

2. CONTROL OF THE WORK

2.1 INFRASTRUCTURE CORPORATION OF AMERICA (ICA)

All work shall be subject to review and acceptance by ICA’s Resident Maintenance Engineer or his designated representative, who shall evaluate the Contractor’s work for compliance with the Contract Documents. ICA’s Resident Maintenance Engineer (or his designated representative) has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

2.2 COORDINATION OF PLANS AND SPECIFICATIONS

The General Specifications, Special Provisions, and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

2. Contract
3. Supplemental Specifications
4. General Specifications
5. FDOT Standard Specifications current edition

2.3 FINAL ACCEPTANCE

Upon satisfactory completion of all of the work contemplated by the Contract, ICA’s Resident Maintenance Engineer (or authorized designee) shall give the Contractor written notice of final acceptance.

2.4 CONTRACTOR’S SUPERINTENDENT

The Contractor’s managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

2.5 TRAFFIC CONTROL

The Contractor shall adhere to the requirements of the latest editions of the Florida Department of Transportation Standard Indexes and the U.S. DOT Manual on Uniform Traffic Control Devices.
2.6 OTHER WORK

If activities by ICA or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

3. OTHER REQUIREMENTS

3.1 VENUE, LAW

The Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any judicial proceedings arising out of the Contract shall be in Hillsborough County, Florida.

3.2 PERMITS, NOTIFICATIONS AND FEES

It shall be the Contractor’s responsibility to secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor’s operations.

No work shall be performed under the provisions of the Contract on any properties outside the limits of the State-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by ICA nor relieve the Contractor of its liabilities.

3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

When the Contractor’s operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and ICA’s Resident Maintenance Engineer shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor’s operations in the affected area shall not resume until so directed by ICA’s Resident Maintenance Engineer.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.

3.4 RESPONSIBILITY FOR DAMAGES

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor’s maintenance or other work performed pursuant to the Contract. Any
3.5 INDEMNITY

The Contractor shall indemnify, defend and hold harmless ICA, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligence (actual or alleged), recklessness or intentional wrongful misconduct of the Contractor (its subcontractors, agents or employees). Contractors’ indemnity obligations hereunder shall extend to and include the contributory or concurrent negligence of ICA, the Florida Department of Transportation, and all of their respective officers, agents or employees with sole exception that Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused by and resulting from the sole negligence of ICA or any of its officers, agents or employees. The obligation of Contractor for indemnification hereunder shall be limited to the sum of One Million Dollars ($1,000,000.00) per occurrence or an amount equivalent to the compensation paid to Contractor under this contract, whichever is greater, unless separately agreed by the parties hereto and memorialized by written addendum to this contract.

3.6 INSURANCE

The Contractor shall carry and keep in force during the period of the Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida. Contractor’s general policy shall protect the Contractor and ICA, and their respective members, directors, officers, employees and agents against claims for injuries which may arise from or in connection with the performance of the work by the Contractor, its employees, officers, agents or subcontractors or any other person for whom the selected firm may be contractually or legally responsible. General liability insurance shall be provided with combined bodily injury limits of at least One Million Dollars ($1,000,000.00) per person and Two Million Dollars ($2,000,000.00) each occurrence, and property damage insurance of at least Fifty Thousand Dollars ($50,000.00) each occurrence, for the services and work to be rendered in accordance with this Contract.

The Contractor shall maintain Comprehensive Automobile Liability Insurance of at least One Million Dollars ($1,000,000.00) applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle. This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy).

Such policy or policies shall be carried without deductible and shall (a) include ICA, and such other parties ICA shall designate, as additional insured, (b) be considered primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Contractor’s indemnity obligations under paragraph 3.5 of these General Conditions, and (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to ICA from the company providing such insurance. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by Contractor hereunder, the Contractor shall deliver certificates and copies of endorsements covering additional insured to ICA as will evidence a renewal or new policy to take the place of the one expiring.

Certificates of such insurance shall be filed with ICA at the time of Contract execution.
3.7 WORKER'S COMPENSATION INSURANCE

The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker’s Compensation Law for all Contractor employees. The Contractor shall ensure that the employees of a subcontractor (if any) are covered by Worker's Compensation Insurance which is in accordance with the Laws of the State of Florida. Certificates of such insurance shall be filed with ICA at the time of Contract execution. If exempt from Workers Compensation insurance, the subcontractor will supply ICA that proper exemption letter from the Department of Labor.

3.8 PERFORMANCE AND PAYMENT BOND

A Performance and Payment Bond for one hundred percent (100%) of the Contract Amount shall be maintained throughout the term of the Contract and shall not be terminated until written notice of completion is issued by ICA. The bond shall be executed on the form furnished by the Contractor. The bond shall be signed by the surety and the surety’s resident agent in Florida. The surety shall be licensed to do business in the State of Florida. Waived in this Contract.

3.9 SAFETY

3.9.1 The Contractor shall adhere to the requirements of the latest edition of the Plan of Safe Practices promulgated by ICA, as minimum, All local, State and the Federal Safety and Health Standards shall be adhered to. In circumstances of conflict the more restrictive requirements will apply.

3.9.2 The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, Without the proper training, certification and experience as required by OSHA's CFR 1926, CFR 1910, Title 40 Environmental Law, Department of Transportation's (DOT) CFR 49, All State Florida Work Zone and MOT requirements (Series 600), Local and ICA Standards and safety requirements.

3.10 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by ICA, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage ICA may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4. PROSECUTION AND PROGRESS OF WORK

4.1 SUBLETTING OF CONTRACTS

The Contractor shall not sublet, assign or otherwise dispose of the Contract or any portion thereof, or of the Contractor’s right, title or interest therein without written approval by ICA.
4.2 STATUS OF WORK

The Contractor shall keep ICA advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with representatives of ICA.

4.3 OPERATIONS

4.3.1 The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

4.3.2 In general, all maintenance work shall be performed between the hours of 9 a.m. to 4 p.m. For special operations, night work may be allowed between the hours of 7 p.m. to 5 a.m., with proper lighting, if so authorized by the written approval of the ICA Resident Maintenance Engineer. No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet.

No work shall be performed on Sunday, Thanksgiving Day, Christmas Day, New Year’s Day, Independence Day or Labor Day. When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Work may only be performed during prohibited times with written permission from the ICA Resident Maintenance Engineer, or in circumstances of an emergency. Revised. see Contract for re-write.

4.3.3 In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the ICA Resident Maintenance Engineer may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.

4.3.4 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:

(i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on predetermined controlling work items due to adverse weather conditions, or

(ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on predetermined controlling work items.

The ICA Resident Maintenance Engineer will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by ICA.
ICA will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

4.5 DEFAULT AND TERMINATION

4.5.1 ICA reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of ICA requires such termination or suspension. In such circumstances, ICA will notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the Contractor will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.

4.5.2 If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the “Notice to Proceed”; (iii) fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; or (v) performs unsatisfactorily in the opinion of ICA reasonably exercised, ICA may give notice of default in writing to the Contractor and the surety (if applicable) stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, ICA will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, ICA may require the Contractor’s surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, ICA may take over the work covered by the Contract.

Upon declaration of default and termination of the Contract, ICA will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of ICA’s Resident Maintenance Engineer are required for Contract completion. All costs and charges incurred by ICA because of or related to the Contractor’s default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay ICA the amount of the excess.

If, after the default notice curative period has expired, but prior to any action by ICA to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with ICA’s requirements, ICA may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of ICA incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due Contractor under the Contract.

ICA shall have no liability for profits related to unfinished work on a Contract terminated for default.
4.6 LIQUIDATED DAMAGES

Unless otherwise stated elsewhere, the Contractor shall pay to ICA liquidated damages for failure of the Contractor to complete the work within the time stipulated in the Purchase Order or within such additional time as may have been granted by ICA in the amount of $100 per day.

For all Purchase Order, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.

If the Contractor (or, in circumstance of the Contractor default, the surety) fails to complete the work within the time stipulated in the Purchase Order, or within such extra time as may have been granted by ICA, the Contractor (or the surety) shall pay to ICA, not as a penalty but as liquidated damages, the amount due. Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the Purchase Order time allowed, including time extensions, shall in no way act as a waiver on the part of ICA of the liquidated damages due under the Contract.

In the event of default of the Purchase Order and the completion of the work by ICA, the Contractor and the Contractor’s surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the work due to any unreasonable action or delay on the part of ICA.

The Purchase Order will be considered completed when all work has been accepted by the ICA Resident Maintenance Engineer or authorized designee. ICA reserves the right to apply as payment on such liquidated damages any money due the Contractor by ICA.

5. PAYMENT

5.1 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for all costs of the work performed under the Contract.

5.2 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty or service or part required by the Contract or a Purchase Order is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by ICA and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service or part thereof has been completed and is determined to be unsatisfactory by ICA, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory work) will be withheld by ICA from any invoice or monthly billing period until such time as the work is determined to be acceptable.

5.3 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and materials furnished the previous period. This certification shall be in the form designated by ICA. The term “subcontractor”, as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by ICA and work done under equipment-rental agreements.
On initial payment, the Contractor shall assure that all subcontractors and materials suppliers having an interest in the Contract receive their share of the payments due. ICA will not make any progress payments after the initial partial payment until the Contractor certifies that he/she has disbursed to all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment out of previous progress payments received by the Contractor, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both ICA and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by ICA, with each payment request after the initial request.

5.4 BUDGET LIMITATIONS

The Contract is governed by budgetary restrictions of the Florida Department of Transportation and the actual reimbursement to the Contractor will be based on the unit prices of the actual amount of work authorized and approved by ICA’s Resident Maintenance Engineer. Final reimbursement may be less than the Contract Amount since all quantities are estimated and no quantities are guaranteed.

5.5 PAYMENT TERMS:

Upon inspection and acceptance of the work, the CONTRACTOR shall submit a detailed invoice (see information below). Payment will be made for satisfactory work net thirty (30) days from the date of invoice. Invoice must be received at the ICA Office within five (5) working days of invoice date. Invoice cannot be predated or dated before work is complete. The Contractor’s Invoice must have the following information to be processed for payment:

1. Invoice must be on Contractor’s Letter Head with name of business, address, telephone number, date of invoice, and invoice number.
2. Must reference Contract Number. (BPO Number)
3. Must reference Purchase Order Number. (PO Number)
4. The Pay Item Numbers, Description of Work, Unit of Measure, Quantity, Unit price, and Total Amount should be listed in the invoice with the format provided below.

<table>
<thead>
<tr>
<th>Pay Item Number</th>
<th>Description of Work</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

5. Description and location of where work was conducted.
6. Dates when work was conducted and completed.
7. Copy of ICA provided Purchase Order attached to Contractor’s Invoice.

6. WORK ASSIGNMENT AND PLANNING

ICA’s Resident Maintenance Engineer will notify the Contractor when to proceed with work by issuance of the Notice to Proceed and a Purchase Order. The Contractor will be allowed seven calendar days to respond to the first purchase order. The initial purchase order may be issued with the Notice to Proceed. Thereafter, the Contractor will respond within five (5) working days to the purchase orders, unless otherwise specified.
If the Contractor does not begin work by the end of the fifth day, excluding the date of initial notification, or does not complete the work within the number of calendar days required by the purchase order, liquidated damages will be assessed in accordance with Section 4.6 above and deducted from payment thereafter until the work begins.

Purchase orders will identify the location, description and amount of work to be accomplished and the completion time measured in calendar days. All work shall be performed in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress and after written warning the Contractor may be declared in default and subject to the default terms of the Contract. Upon receipt of the order to proceed, the Contractor will arrange for its representative to meet with ICA’s Resident Maintenance Engineer prior to performing any work.

ICA’s Resident Maintenance Engineer will provide the Contractor with the purchase order showing the location and estimated units of work to be performed. Upon completion of the assigned work the Contractor will notify ICA’s Resident Maintenance Engineer and certify that the work is completed. All work completed will be reviewed to verify quantity and quality prior to approving the purchase order.

Should inclement weather limit or stop the Contractor from working, ICA shall be notified of work stoppage.

No work shall commence on subsequent purchase orders until the satisfactory completion or progress of previously issued assignments has been confirmed. The only exception to this occasion is when ICA’s Resident Maintenance Engineer determines that such other work is in the best interest of ICA and should be expedited.

It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

The Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. The certification will be accomplished by signing and returning the purchase order.

Acceptable work quality will be determined by ICA’s Resident Maintenance Engineer. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas.

The Contractor may receive payment on a monthly basis for the units of accepted work by submitting an invoice based on the pay items and Contract unit prices to ICA’s Resident Maintenance Engineer for the work units accomplished.

7. LEGAL EXPENSES

If any legal action or other proceeding is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other reasonable expenses even if not taxable court costs (including without limitation, all such fees, costs, and expenses incidental to administrative, appellate, arbitration, bankruptcy and, post judgment proceedings), incurred in the action or proceeding or any appeal thereof, in addition to any other relief that the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs and all other charges for which the prevailing party or parties is obligated to pay its attorneys for services in connection with the enforcement of this agreement.
"By signing below, the CONTRACTOR has acknowledged that they have read and understand the General Specifications, and except those sections identified and excluded within the contract document, all sections herein are understood to be included as part of the contract document."

Signed: ___________________________ Date: ________________

______________________________
Printed Name / Title

______________________________
Company

END OF SECTION
THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:

ROADSIDE MOWING: No more than 1% of vegetation exceeds (varies) inches high. This excludes allowable seed stalks and decorative flowers allowed to remain for aesthetics.
RURAL LIMITED ACCESS 5 inches – 18 inches
RURAL ARTERIAL 5 inches – 12 inches
URBAN LIMITED ACCESS 5 inches – 12 inches
URBAN ARTERIAL 9 inches maximum

SLOPE MOWING: No more than 2% of vegetation exceeds 24 inches high. This excludes allowable seed stalks and decorative flowers allowed to remain for aesthetics. The area shall be evaluated in accordance with the mowing guide as a minimum.

LANDSCAPING: 90% of landscape vegetation is maintained in a healthy, attractive condition.

TREE TRIMMING: No encroachment of trees, tree limbs or vegetation in or over travel way or clear zone, shall be lower than 14-1/2 feet or lower than 10 feet over sidewalks. No vegetation shall violate the horizontal clearance as defined by this standard.

CURB/SIDEWALK EDGE: No encroachment of vegetation or debris onto the curb or sidewalk for more than 6 inches for more than 10 continuous feet. No deviation of soil of more than 4 inches above or 2 inches below the top of curb or sidewalk for more than 10 continuous feet.

LITTER REMOVAL: The volume of litter does not exceed 3 cubic feet per acre excluding all travel way pavement. No unauthorized graffiti/stickers within the state right-of-way on state owned property. No litter hazards are present in the roadway or on the paved shoulder

TURF CONDITION: Turf in the mowing area is 75% free of undesired vegetation.
LITTER

<table>
<thead>
<tr>
<th>Deficiency Identification</th>
<th>Deduction</th>
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</thead>
<tbody>
<tr>
<td>A customer contacts the Department with a legitimate expression of dissatisfaction with Contractor's resolution efforts concerning litter.</td>
<td>$1000 per issue per dissatisfied customer.</td>
</tr>
<tr>
<td>A customer contacts the Department with a legitimate expression of dissatisfaction with Contractor's resolution efforts concerning bridge trash receptacles.</td>
<td>$1,000 per trash receptacle per dissatisfied customer.</td>
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</table>

4.9 MOWING/TURF/POND MAINTENANCE

Turf height is another concern of the Department as it is a reflection to the public of the level of maintenance of the roadway. The Contractor will ensure that this objective is met on all transportation facilities by keeping the roadside turf within Maintenance Rating Program limits. Undesirable vegetation should be controlled to ensure aesthetically pleasing slopes.

MOWING

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<tr>
<th>Deficiency Identification</th>
<th>Time Allowed/Criteria</th>
<th>Deduction</th>
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</thead>
<tbody>
<tr>
<td>At any time, roadside mowing for Rural Arterial exceeds the Maintenance Rating Program allowable height by more than 6”; Urban Arterial exceeds Maintenance Rating Program allowable height by more than 3”; All heights exclude allowable seed stalks.</td>
<td>Upon identification.</td>
<td>$300 per centerline mile.</td>
</tr>
<tr>
<td>At any time, undesirable vegetation found on a slope that is more than 6” higher than surrounding turf.</td>
<td>Upon Identification.</td>
<td>$100 per slope.</td>
</tr>
<tr>
<td>At any time, vegetation</td>
<td>Upon identification.</td>
<td>$500 per occurrence.</td>
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COUNTY: Bay

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<tr>
<th>SECTION &amp; SITE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>46160000 (1)</td>
<td>S.R. 30A – From Deluna Pl. (M.P.4.220) east to Clara Avenue (M.P.9.687)</td>
</tr>
<tr>
<td>46160000 (2)</td>
<td>S.R. 30A – From Clara Avenue (M.P.9.687) east to Moylan Rd. (M.P.12.507)</td>
</tr>
<tr>
<td>46010000 (3)</td>
<td>S.R. 30 – From East end of SR 392 (M.P.13.676) West to DelunaPl. (M.P.5.525)</td>
</tr>
<tr>
<td>46090000 (4)</td>
<td>S.R. 79 – From SR 30 (US 98) (M.P.0.000) north to Panama City Beach City Limits (M.P.0.991)</td>
</tr>
<tr>
<td>46010002 (5)</td>
<td>S.R. 392 – From SR 30 (US 98) (M.P.0.000) east to S.R. 30 (US 98) (M.P.3.275)</td>
</tr>
</tbody>
</table>
Plan of Safe Practices

November 2007
Plan of Safe Practices

The Plan of Safe Practices (POSP) is intended to promote safety awareness on the project site. This document is provided for informational purposes only, and is not intended to encompass all potential safety concerns inherent in the performance of the work. The requirements of this document shall be the minimum requirements adhered to by ICA employees, contract partner, subcontractor, vendor or visitor and shall be considered mandatory for the project, and may only be modified with the approval of the ICA Manager of Safety.

1. GENERAL WORK RULES

A. Violation of any POSP or site rule/regulation will be cause for disciplinary action. Contract partners, vendors and visitors will be subject to removal from the project.

B. Report all injuries and incidents to your supervisor immediately. This immediate reporting allows for prompt medical treatment and more complete investigation. Each contract partner is to promptly report all accidents or incidents to ICA management. Failure to immediately report injuries or illnesses is grounds for disciplinary action. This includes non-work-related injuries and illnesses.

C. If you have any questions as to the safety aspects of your job or your responsibilities, contact your supervisor. Remember, only perform tasks in which you have been trained and authorized.

D. Daily housekeeping is the responsibility of each employee on site. Work areas are to be kept clean and uncluttered. Debris disposal is to occur at the end of each day.

E. Drugs, alcohol, weapons, and contraband are prohibited on ICA locations. This includes all project-parking areas.

F. Report all unsafe acts and conditions to your supervisor immediately. Horseplay, fighting, or running is prohibited while on the project site. All parties involved in such activities will be subject to disciplinary action up to and including removal from site.

G. Site or Facility management and contract partners are required to maintain first aid supplies in accessible locations. First aid logs must be maintained at the supply location.

H. Each ICA project location and contract partners with two or more employees will have a minimum of two individuals certified in CPR and First Aid on-site.

2. FALL PROTECTION and Elevated Work

A. 100-percent fall protection with double lanyards is required for all work four feet or greater in height where guardrail protection is not in place.

B. If the possibility exists that an employee working from an aerial or scissor type lift will need to leave the deck to perform his/her work, the employee must be equipped to tie-off by use of full-body harness and double lanyard.

C. Fall restraint devices are required while working from Aerial lifts/Articulating boom lifts. Fall restraint devices shall be secured to manufacturers anchorage points.

D. A safe means of access shall be maintained to structural activities. The use of aerial lifts as the sole means of access to another working level is prohibited. Climbing and sliding down columns is prohibited.

E. Extension and stepladders must be inspected for defects prior to each use. Work will be performed while facing the ladder. Three-point contact must be maintained at all times. Never carry tools or materials in your hand, use a rope and/ or approved bucket to raise tools and materials.

F. Extension ladders must extend three-feet above the supporting object when accessing elevated work areas and be tied off to prevent displacement. When extension ladders cannot be tied-off, another employee will be required to secure the base of the ladder. Work from the top two steps of stepladders is prohibited. Stepladders are designed to be worked from and not to gain access to elevated work areas. All stairways must be kept clear and free of obstruction at all times.

02/11/2008
Revision 1

AGENDA ITEM #
3. Roadside work Operations

A. Appropriate roadside work zones safety (MOT, Planning, PPEs) shall be utilized and ICA project supervision shall be responsible for ensuring compliance with Federal, State, local and ICA guideline and safety requirements.

B. Proper sized road cones, signs and other safety measures will be put into place before work can commence on roadways. These measures shall meet and in some cases exceed Federal, State, Local and ICA requirements. Proper MOT shall be utilized while working along side roads, on/off ramps, bridges, toll collection areas, WIM stations and rest areas. Refer to appropriate state DOT for required rules and regulations.

C. All required PPEs shall be utilized during all roadside operations no exceptions.

4. PERSONAL PROTECTIVE EQUIPMENT (PPE)

A. Safety Glasses: Approved 2.87 safety glasses with rigid side shields will be worn at all times while performing task. This includes the point at which you start a task till the task is completed. Face shields are to be worn in addition to safety glasses when grinding, chipping, or similar activities as outlined in OSHA 1910.133 Tinted (sunglasses) lenses are not permitted inside dark or enclosed buildings. Those who require use of prescription eyeglasses are to secure prescription safety glasses with side shields.

B. Hardhats: Hardhats meeting the requirements of OSHA 1910.135 shall be utilized and unaltered. Hardhats are required for all site personnel that overhead hazards exist. Hardhats will be worn correctly with webbing and bills facing forward. See exceptions for those operations that require welding hoods. Hardhats shall be inspected daily and replaced when defects are apparent.

C. Reflective Vest: At a minimum reflective vest shall meet all federal, state, locale and ICA requirements. Reflective vest shall be worn while work is being preformed on or near an active road, highway or interstate.

D. Proper Clothing: Each employee must wear appropriate clothing. Tank tops, sleeveless shirts, shorts, and extremely baggy clothing are prohibited. Shirts must have a minimum of a 4" sleeve. Those wearing such clothing will be removed from work until appropriate clothing is obtained. Leatherwork boots that provide ankle protection are required for all employees. Tennis shoes are prohibited and those employees wearing such will be removed.

E. Work Gloves: Gloves are required when handling materials. Rubber gloves may be required when handling chemicals. Contact your supervisor and review the appropriate MSDS.

F. Respiratory Protection: When cutting or grinding cementation materials or cleaning in enclosed environments, masks equal to NIOSH N-95 should be worn for protection. All other areas or operations will be evaluated by project supervision. If respirators are required for ICA employees to perform assigned work, additional training is required, see your supervisor and contact the ICA Safety Manager. Contract Partners will be responsible for their own employees and shall provide ICA with their program elements and identifications of competent persons.

G. Hearing Protection: Use hearing protection in high-noise areas and at times when use of elevated voice is required. Rule of thumb: if you have to raise your voice to be heard by someone standing two feet from you, you need hearing protection. Hearing protection is required when operating grinders, air tools, open cab equipments, hammer drills, powder-actuated tools, cut-off saws, two cycle engines and similar tools.

H. Welding and Cutting: A minimum of No. 5 shade lens will be required in welding hoods and goggles while cutting or welding using oxygen/acetylene-cutting torches. Welding hoods must be utilized.
5. TRENCHING AND EXCAVATING

A. All excavations and trenches must be inspected daily by a designated competent person. This inspection will be performed daily prior to the shift and following major weather events. The creating-owner of the excavation shall maintain documentation indicating such inspections for review by ICA. Each contractor whose employees must enter excavations shall supply a competent person. All soils shall be considered class “C” unless otherwise designated by a Geo-technical engineer recognized by ICA. All trenches and excavations twenty-feet or greater in depth shall have sloping and shoring methods designed by a registered professional engineer (PE) and be reviewed by ICA prior to entry.

B. Shoring and sloping methods must be employed for all excavations of 4-feet of depth or greater. Provide ramp, stair, or ladder systems to allow safe egress from all trench excavations 4-feet or greater in depth. Locate egress systems such that the travel distance from any point in the excavation is no greater than 25-feet. Trench boxes and shoring methods shall be used per the manufacturers’ tabulated data or professional engineer’s directions. Employees shall not leave the zone of protection. A perimeter warning system will be used for all excavations not clearly visible or located near roadways and mobile equipment travel ways. Employees will not be permitted to work underneath suspended loads or excavation equipment.

6. LIFTING EQUIPMENT

A. All slings, Chains and other lifting apparatus shall be inspected before and during use. Any damage cuts, burns and or frays disqualify the equipment as safe working equipment and must be discarded.

B. All slings, chain must have a readily identifiable tag. The ID tag shall have the following information from the manufacture Lifting capacities, and lifting configurations.

7. VEHICLES and MOBILE EQUIPMENT

A. Only qualified and authorized personnel will operate company vehicles such as aerial lifts, bucket trucks, backhoes, forklifts, Scissor lifts, skid-steers, and similar heavy equipment. All ICA employees shall have in their possession, a valid operator licenses issued by ICA. Contract partners, shall provide ICA project supervision with documentation of operator competency. All such equipment will be operated safely and within safe speed limits.

B. All mobile equipment shall be inspected daily. Completed Inspection logs shall be made available to ICA. Truck mounted cranes and boom trucks are to have annual inspection performed by an outside source recognized by OSHA and other governing agencies.

C. Seatbelts will be worn at all times while the operator is in the seat of equipment designed with seatbelts.

D. All motorized equipment must have an audible backup alarm as well as a forward sounding warning horn. Equipment designed for bi-directional operation, such as a track hoe, skid steer must have an alarm that sounds in either direction.

E. Employees will be prohibited from riding on the tailgates or sides of trucks or other equipment. When riding in the bed of site trucks, all loose or heavy materials, supplies and tools shall be secured. Riding in the bed of mules or equipment without seats is prohibited.

F. All company vehicles operated must be road ready with operating lights, signals, mirrors, etc.

G. Large mowers while not actually moving shall disengage mowing blades while at idle or while traveling. Bat wings are not to be placed in an up right position while the blades are engaged.

H. All requirements set forth in the Corporate Fleet safety manual apply.

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02/11/2008
Revision 1

AGENDA ITEM #
8. ELECTRICAL

A. Flexible cords (extension), shall be inspected daily prior to use and protected from damage. Flexible cords permitted for use must be No. 12 gauge or larger. Ensure all cords traversing areas subject to vehicular traffic and routed across aisle ways are protected from damage. Cords and leads run through doors and holes must be protected. Cords exhibiting damage, missing ground pins, broken strain relief, or exposed wires are to be taken out of service.

B. GFCI protection shall be utilized when power is supplied from permanent building wiring, generators or portable welding machines. Protection shall be supplied via GFCI circuit breaker, receptacle or pigtail. Test and reset GFCI's before each use.

C. Only qualified/authorized electricians will be permitted to work on energized electrical panels, rooms, and devices. All energized electrical panels will be maintained with dead front covers in place for the protection of personnel.

D. Utilize Lock-out/Tag-out procedures to render equipment inoperable or circuits de-energized during the maintenance/construction process. Provide tags indicating ownership of the lockout device and the equipment/circuit de-energized.

9. FIRE PROTECTION

A. When cutting or burning, ensure an approved fire extinguisher is in close proximity. Know the condition of and where the nearest fire extinguisher is located. Fire extinguishers are to be inspected monthly if, the extinguisher is discharged notify your supervisor for immediate replacement.

B. Oxygen/Acetylene cylinders must be stored in their upright positions with caps in place and secured when not in use. Oxygen and fuel gas cylinders must be kept a minimum of 20-feet apart or stored in an approved storage unit. Flashback arrestors will be required for all torches between torch head and hose assembly. Oxygen/acetylene cylinders shall be transported in approved carts. Gauges shall be removed and caps in place when transported in mobile equipment. Cutting torches shall be lit with strikers, do not use a cigarette or butane lighter.

C. Gasoline and other liquid fuels must be kept in Department of Transportation (DOT) approved metal safety cans, stored in designated areas, and labeled. Plastic fuel containers are not permitted.

D. Smoking will be permitted in designated areas only. The ICA project manager will regulate smoking in buildings. When smoking, be aware of your surroundings and stay clear of combustible or flammable materials.

10. TOOLS AND EQUIPMENT

A. Hand tools are to be inspected daily prior to use. Damaged cords, guards, or similar components will require the tool to be removed from service and repaired.

B. Employees using powder-actuated tools must have current certification indicating training completion by the manufacturer of the device and follow all requirements related to the safety of those in close proximity.

C. Air hoses must be secured at all couplings by means of pin or clip to prevent whipping/pull-out.

D. Side/angle grinders shall be used with the guards in place.

E. Mowers, edging equipment and weed trimming equipment shall not be operated within close proximity of the general public.

02/11/2008
Revision 1

G4

AGENDA ITEM #
11. SAFETY MEETINGS, TRAINING and DOCUMENTATION

A. Prior to the start of work on the project, a site representative from each contract partner will attend a project safety orientation to review those practices that will be required for the project. Upon completion the site representative will review these practices with their personnel and provide signed documentation verifying their attendance.

B. A current copy of the contract partner’s site specific/Corporate safety policy will be maintained on site. This document shall be submitted to the contractor’s project superintendent prior to the start of work and maintained on site.

C. The contract partner shall ensure their project supervision is knowledgeable and competent in all safety aspects of their work. This competent person is to be on site at all times while their work is in progress. Identification of competent persons shall be forwarded to the ICA project manager for review.

D. Site-specific Haz-Com manuals will be maintained in the on location. Each contract partner shall provide and be responsible for maintaining an updated copy that will be stored at the location in which work is being conducted. These Haz-Com manuals will be available to all site employees for review. All chemical containers shall be labeled in accordance with all OSHA requirements.

E. Each contract partner will conduct weekly toolbox safety meetings. Copies of these meetings and attendance sheets will be forwarded to ICA for review. Periodically, general site safety meetings will be conducted to inform site personnel of upcoming work and the potential associated hazards.

F. All company directed documentation performed at the project level shall be conducted and maintained in accordance with the corporate safety manual section 002. Weekly safety training sessions, Safety Orientations, JSIR, Fleet Safety Assignments and a proper systematic filing system of all safety related documentation maintained at the project level.

12. Walking, Working Surfaces

A. All walking and working surfaces are to be kept clean and clear of debris and obstructions.

B. All egress and exits are to be kept clear and clean of all debris and obstructions. All exits are to be maintained and the appropriate signage is to be unobstructed and properly illuminated.

C. Any and all unsafe conditions, uneven surfaces, holes and missing handrails shall be reported immediately.

13. GUARDING/BARRICADE/SIGNAGE

A. Barricades must be removed when the job is complete or the hazard no longer exists. Barricade the area of operation only. Inspect all barricades daily and repair as required. Yellow and black means "Enter with Caution," Red and black means "Danger Do not Enter."

B. Utilize barricade tape or proper signage to define areas including limited access zones, overhead work zones, and similar areas maintained for authorized personnel only.

C. The use of appropriate LOTO barricades and signage will be performed in accordance with all Federal, State, Locale and ICA requirements.

14. Misc. OSHA Regulation Infractions

A. Any recognized safety issue that is identified and can be back by either the CFR 1904, 1910 or 1926 or appropriate DOT agency can and will be captured in this section.

B. Any Title "40" issue pertaining to environmental protection shall be captured in this section.

ICA values the safety of all personnel who enter our projects. By following the safety rules contained in this document, you will assist us in our continued efforts to maintain a safe and healthy work environment.

Safety is an ICA Core Value

02/1/2008
Revision 1

AGENDA ITEM #
Training Acknowledgement – ICA Employee

I, the undersigned employee of Infrastructure Company of America certify that I have read, been instructed and understand the above stated Plan of Safe Practices.

I understand that additional rules and regulations may be instituted which affect the manner in which I perform my job.

I agree to abide by these and any additional rules established as a condition of my employment.

______________________________  ________________________________
Signature  Employee Number

______________________________  ________________________________
Printed Name  Date

______________________________  ________________________________
Trainer’s Name  Date

cc: Safety Manager
ICA
Training Sign-In Sheet
Contract Partner POSP Training & Competent Persons ID
The employees names signed below signify proof of training of basic job related hazards. By signing this sheet the employees are agreeing that they understand and will abide by all Federal, State, Local, ICA and Client Safety requirements.

<table>
<thead>
<tr>
<th></th>
<th>Printed Name</th>
<th>Signature</th>
<th>Date</th>
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REGULAR AGENDA

ITEM NO. 7

RESOLUTION 14-94
RESOLUTION 14-94

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Carr Riggs & Ingram, LLC, relating to the annual audit and evaluation of the City's financial statements, in an amount not to exceed One Hundred Nineteen Thousand Dollars ($119,000), in substantially the form attached and presented to the Council today, draft dated July 22, 2014, 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 ____________, 2014.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
July 22, 2014

Mr. Mario Gisbert
City of Panama City Beach, Florida
110 South Arnold Road
Panama City Beach, Florida 32413

We are pleased to confirm our understanding of the services we are to provide City of Panama City Beach, Florida for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the blended component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Panama City Beach, Florida as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement City of Panama City Beach, Florida’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Panama City Beach, Florida’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.

2) Schedule of Analysis of Funding Progress – Pension Trust Funds.

3) Schedule of Contributions from Employer and Other Entity’s Contributions – Pension Trust Funds.

4) Schedule of Actuarial Considerations – Pension Trust Funds

5) Schedules of Other Post-Employment Benefits (OPEB)

We have also been engaged to report on supplementary information other than RSI that accompanies City of Panama City Beach, Florida’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in
Engagement Letter  
City of Panama City Beach, Florida  
Page 2 of 8

accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Combining and Individual Non-major Fund Financial Statements.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The Government Auditing Standards report on internal control over financial reporting and compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are
Engagement Letter
City of Panama City Beach, Florida
Page 3 of 8

unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal and state awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards and state financial assistance in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements.
and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management’s responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on March 1, 2015.

You are responsible for preparation of the schedule of expenditures of federal and state awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant
assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from
your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Panama City Beach, Florida's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of City of Panama City Beach, Florida’s major programs. The purpose of these procedures will be to express an opinion on City of Panama City Beach, Florida’s compliance
with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

**Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors’ reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or grantor agency pursuant to authority given to it by law or regulation or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the City. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.
Engagement Letter  
City of Panama City Beach, Florida  
Page 8 of 8

We expect to begin our audit on approximately October 27, 2014 and to issue our reports no later than June 30, 2015. John Juchniewicz is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $119,000. This amount is the optional one year renewal elected for the current year audit. In addition, pursuant to Section 218.391(8), Florida Statutes you have the right to renew this agreement without the use of auditor selection procedures as outlined in Section 218.391 (7), Florida Statutes. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that, if requested, we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report is available upon request.

We appreciate the opportunity to be of service to City of Panama City Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

[Signature]

Certified Public Accountants  
Panama City Beach, Florida

RESPONSE: This letter correctly sets forth the understanding of City of Panama City Beach, Florida.

Mario Gisbert, City Manager
REGULAR AGENDA
ITEM NO. 8

RESOLUTION 14-95
RESOLUTION 14-95

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Bay Landscape & Palm Service, LLC, relating to the planting of certain holly plants at Aaron Bessant Park, in the basic amount of Seventeen Thousand Three Hundred Ninety Four Dollars ($17,394), in substantially the form of the quote attached and presented to the Council today, draft dated August 11, 2014, 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 __________, 2014.

CITY OF PANAMA CITY BEACH

By: ________________________________
    Gayle F. Oberst, Mayor

ATTEST:

_______________________________
Holly White, City Clerk
Bid Specifications

Date: 8/22/2014
To: Mario Gisbert, City Manager
Cc: Jo Smith
From: Jim Ponek, Parks & Recreation
Subject: Holly Planting-Aaron Bessant Park

Staff advertised for bids for a licensed and bonded company to plant three rows of Holly bushes along the fence line at Aaron Bessant park including: Carissa Holly Bushes, pine straw, fertilizer, irrigation modifications, and labor., with an alternate of the Emily Bruner Holly. This planting should be done in a manner that will provide a solid barrier when the plants mature. Project should be completed by September 15.

Two bids were submitted, with the low bid totaling $17,394.00 without the alternate Emily Bruner Holly. The TDC is providing the funding for this expense and a Budget Amendment will follow at the next Council meeting for this payment. A suggested motion is provided should the Council choose to accept it. STAFF RECOMMENDS APPROVAL.
Holly Bid Opening
Southeastern Outdoor Mgmt.
Bay Landscape

10 AM 8/10/11

total $26,200.00
$28,134.00

$ 18,733.00
$ 17,394.00

without Emily Bruner
Southeastern Outdoor Mgmt.
Bay Landscape
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<th>Cost</th>
<th>Total</th>
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<td>Aaron Bessant Park - Landscape Improvements</td>
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<tr>
<td>CHEMICALS SERVICE - all-kill on existing turf areas</td>
<td>2</td>
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<td>PLANTS - carissa holly - 7 gal.</td>
<td>424</td>
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<td>MULCH - pine straw bales</td>
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<td>SITE PREPARATION - tilling of area and finish grade</td>
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<tr>
<td>IRRIGATION - modification of existing irrigation system to provide 100% coverage of all plant material</td>
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<tr>
<td>COMPOST/FERTILIZER - organic compost tablets</td>
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<td>100.00</td>
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<tr>
<td>LABOR - finish grade and install plant material</td>
<td>1</td>
<td>1,500.00</td>
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**Total**: $17,394.00

**Alternate**: 42 Emily Bruner Holly 5' ht @ $260 installed $10,920
REGULAR AGENDA
ITEM NO. 9

ORDINANCE 1311
ORDINANCE NO. 1311

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING AND RESTATING THE PEDDLING AND SOLICITATION ORDINANCE OF THE CITY; MAKING FINDINGS; DEFINING TERMS; REQUIRING A PERMIT ONLY FOR PEDDLING AND SOLICITATION FROM DOOR TO DOOR IN RESIDENTIAL SETTINGS AND PROVIDING LIMITED EXEMPTIONS FROM SUCH A PERMIT; PROVIDING FOR PERMIT REVOCATION AND APPEAL FROM DENIAL OR REVOCATION; PROHIBITING ALL PEDDLING AND SOLICITATION IN ENUMERATED PUBLIC PARKS AND PLACES; DEFINING AND PROHIBITING AGGRESSIVE PEDDLING ANYWHERE IN THE CITY; PROHIBITING PEDDLING AND SOLICITATION ON PRIVATE PROPERTY AFTER DARK AND PROVIDING LIMITED EXCEPTIONS; PROHIBITING CERTAIN ACTIONS RELATED TO PEDDLING AND SOLICITATION AND PROHIBITING PEDDLING AND SOLICITATION IN ENUMERATED CIRCUMSTANCES OR LOCATIONS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the City recognizes each individual’s first amendment right of free speech and that elements of solicitation, panhandling and peddling are protected speech in a free society; and

WHEREAS, the City also recognizes that solicitation, panhandling and peddling involve conduct and secondary effects which can be detrimental to the public health, safety and welfare; and

WHEREAS, the City recognizes and embraces the significant governmental interests in vehicular safety and the free flow of pedestrian and vehicular traffic; and

WHEREAS, solicitation and peddling in streets, sidewalks and parking lots and garages are inherently dangerous activities which compromise both vehicular and pedestrian safety and
create dangers such as driver distraction, and the solicitor or peddler causing an accident or the victim of an accident; and

WHEREAS, the time necessary to complete a transaction involving solicitation or peddling to the occupant of a vehicle may cause the driver of a motor vehicle to delay proceeding in accordance with traffic signals or cause a solicitor or peddler in or at the edge of a vehicular right-of-way while traffic is stopped temporarily to remain there as a danger to himself and a distraction to drivers after traffic resumes movement; and

WHEREAS, the occupants of a motor vehicle are unable to see all the actions of persons close to the vehicle, and if the vehicle driver perceives a solicitor or peddler to be a potential threat he or she has the ability to rapidly accelerate or turn the vehicle risking injury to the solicitor or others; and

WHEREAS, the City finds than an increase in aggressive solicitation or peddling throughout the City has become extremely disturbing and disruptive to residents and visitors and has contributed to the loss of access to and enjoyment of public places and enhances a sense of fear, intimidation and disorder; and

WHEREAS, aggressive solicitation or peddling includes approaching or following pedestrians, the use of abusive language, uninvited physical contact, intentional or negligent blocking of pedestrian or vehicular traffic and similar actions; and

WHEREAS, the presence of persons who peddle or solicit for money from persons at or near banks or automated teller machines or check cashing businesses creates anxiety to persons having, or may be perceived to have, cash with them at those locations and poses a risk of confrontation and a danger to all concerned; and
WHEREAS, the presence of persons who solicit or peddle to persons in places or circumstances where it is difficult or impossible for the person approached to exercise his or her own right to decline simply by leaving to avoid the solicitor or peddler, is especially threatening to the persons approached, and dangerous; and

WHEREAS, tourism is the overwhelmingly predominate industry in the City and the City recognizes that modern information technologies and transportation systems have geometrically expanded the destination choices of tourists, undermined the loyalty of individual tourists to a particular destination and made the industry as a whole extremely competitive and sensitive to adverse conditions, and

WHEREAS, the City has determined that peddling and solicitation of tourists in congested places or in circumstances where the tourist’s freedom of movement is restricted, and aggressive peddling and solicitation anywhere, are perceived by tourists as significantly adverse conditions, and therefore are contrary to the economic health of the entire community and lessen the resources and ability of the community to police itself and to provide for those in need who are less fortunate than others; and

WHEREAS, the City finds that its current peddling and solicitation laws are not working to curb the unnecessary, adverse effects of solicitation and peddling in certain places, at certain times and in certain manners everywhere; and

WHEREAS, the peddling of goods or services in the places, times and manners prohibited by this ordinance will produce substantially the same harm as solicitation there and then; and

WHEREAS, the City finds that if peddling and solicitation are not limited to reasonable times, places and manners required to minimize or eliminate the adverse effects of such
those adverse effects will worsen to the detriment of the quality of life of residents and tourists alike and to the economic health of the community; and

WHEREAS, although peddling and solicitation on both private, commercial property and private, residential property can be controlled by the owners and occupiers of those properties posting signs prohibiting unwanted activity with the City enforcing the owner's desires, the City nonetheless finds that peddling and solicitation in residential or transient lodging accommodations presents dangers and the risks of harm to persons and property not present in commercial properties because the latter are typically prepared to deal with a variety of invitees as part of their businesses but the former are not, and therefore the City has determined that it is necessary and prudent to require those persons wishing to peddle or solicit in residential or transient lodging facilities to register in advance with the City and to not have been recently convicted of a felonious disregard of the law or of a civil unfair trade practice; and

WHEREAS, the regulation of peddling and solicitation set forth below is narrowly tailored to apply only to designated locations where solicitation and peddling cause the greatest risks due to generally higher pedestrian or vehicular traffic volume, or circumstances where the person addressed is not able, or is reasonably not willing, to leave in order to avoid the peddling or solicitation, or where the activity is so aggressive as to constitute a public nuisance; and

WHEREAS, all speech and expression regulated by this ordinance is commercial speech, the substance or content of that speech is not regulated by this ordinance, the City has no interest supporting, opposing or influencing any point of view connected with such speech and and the sole purpose of this ordinance is to protect the community and the persons involved in peddling and solicitation from the risks, fears, dangers and other adverse, secondary effects of
activities regulated; and

WHEREAS, individuals have ample, alternative locations, methods and times to communicate (in a non-aggressive manner) the intent of their peddling or solicitation activities and still comply with this ordinance.

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

SECTION 1. From and after the effective date of this ordinance, Article I, Chapter 19, of the Panama City Beach Code of Ordinances is amended to read as follows (deleted text stricken, new text underlined):

Chapter 19 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
ARTICLE I. PEDDLING AND SOLICITATION

Sec. 19-1. Short title.

This Article Ordinance shall be known and referred to as the "City of Panama City Beach Peddling and Solicitation Code."

Sec. 19-2. "Peddling" and "Solicitation" Defined. Definitions. As used in this Article, the following definitions apply:

"After Dark" means from one-half hour after sunset until one-half hour before sunrise as established by the times listed in any local publication or governmental website.

(a) The term "Peddling" means as used in this Ordinance means to personally and directly sell or purchase or offer for sale to another person, orally or in writing, or purchase goods, wares, merchandise, advertising or services of more than nominal value for present or future delivery. The word "peddle" and its forms does not include Solicitation, by either of the following methods:

(1) Person-to-Person contact on the public ways, sidewalks, parks, beaches or other public places within the City;

(2) Door-to-door contact at private residences, apartments, rooms, hotels, motels or lodging places within the City.

(b) The term "Solicitation" means as used in this Ordinance means to personally and directly request of orally or in writing, directly or indirectly, money, clothing, gifts, donations or similar things of monetary value to be used in whole or in part to benefit a charitable or non-profit purpose or
or the solicitor. The word "solicit" and its forms includes begging and panhandling, and the seeking of a donation where the person solicited receives an item of nominal or no monetary in exchange for a donation under circumstances where a reasonable person would understand the transaction is in substance a donation. Solicitation does not mean the act of passively still, or sitting, with a sign or alms cup indicating that a donation is being sought, and without any vocal request other than a response to an inquiry by another person: provided that pedestrians freely pass without obstruction or having to take evasive action by either of the following methods:

(1) Person-to-Person contact on the public ways, sidewalks, parks, beaches or other public places within the City;

(2) Door-to-door contact at private residences, apartments, rooms, hotels, motels or lodging places within the City.

"Aggressive Manner" means:

a. Approaching or speaking to a particular person or persons, or physically following a particular person or persons before, during or after Peddling or Soliciting, if that conduct is intended or likely to cause a reasonable person to:

1. Fear bodily contact or harm to oneself or to another, or damage to or loss of property; or

2. Otherwise perceive a threat or intimidation to give money or other thing of value;

or

b. Intentionally touching or causing physical contact with another person or a vehicle operated by another person, without that person's consent, in the course of Peddling or Soliciting; or

c. In the course of Peddling or Soliciting, intentionally blocking or interfering with the safe or free passage of any pedestrian or vehicle by any means, including causing any pedestrian or vehicle operator to take evasive action to avoid the Peddling or Solicitation; or

d. Force oneself upon the company of another by continuing to Peddle or Solicit the person addressed after that person has made a negative response, by oral utterance, by physical sign, by attempt to leave or avoid the presence of the person Peddling or Soliciting or by other negative indication.

e. Peddling or Soliciting on any public sidewalk or pedestrian area of a public right-of-way in a group of two or more persons appearing to a reasonable person to be engaged in Peddling or Soliciting and to be associating with each other for that purpose.

Sec. 19-3. Permit Required.

It shall be unlawful for any person to engage in the following: Peddling or Solicitation within the City through door-to-door contact at one or more private residences, apartments, transient accommodations, or other private lodgings without first securing a permit therefor from the Chief of Police as provided in this Ordinance Article.

Sec. 19-4. Permit Exemptions.

The following persons are excluded from the requirement of a permit under operation of this Ordinance Article:

(a) A minor, defined as someone who has not attained the age of eighteen (18) years, engaged in Peddling or Solicitation under the supervision of an adult, defined as someone eighteen (18) or older, who holds a valid permit as provided in this Ordinance Article, provided that the number
minors so supervised by such adult does not exceed twenty (20). A minor excluded under this section must, however, carry written personal identification which includes his or her full name, date of birth, permanent residence address, organization if applicable, and the name and permit number of his or her adult supervisor.

(b) A person who has been expressly invited, orally or in writing, to peddle or solicit.

(c) A person peddling at the usual place of business of a customer regarding goods or services for use in connection with the customer's business.

(d) A person expressly exempted by Florida or Federal law from being regulated as provided by this Ordinance Article.

Sec. 19-5. Permit Application.

Applicants for a permit under this Ordinance Article shall file with the Chief of Police a sworn, written application on a form furnished by the City Manager, which shall give the following information:

(a) Date of application;

(b) The applicant's name, permanent residence address (if any), and local address (if any);

(c) The places of residence, nature of employment and employers of the applicant during the preceding twelve (12) months;

(d) A brief description of the business or commercial nature of the Peddling or the purpose of the Solicitation for which the application is made;

(e) If the Peddling or Soliciting on behalf of an employer, employed, the name and address of the applicant's employer and written evidence of current employment;

(f) The length of time for which a Peddling or Solicitation permit is desired;

(g) The place where the goods or property proposed to be sold or orders are taken for the sale thereof, are manufactured or produced, where such goods or products are located at the time the application is filed and the proposed method of delivery;

(h) Two color photographs of the applicant showing the head and shoulders of the applicant in a clear and distinguishing manner (the Police Department shall take the photographs if requested);

(i) A statement as to whether the applicant has been convicted of any crime, including a misdemeanor or the violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefor;

(j) Proof that the applicant holds or has complied with any necessary state or county registration, notice, license, permit, or other requirement for the activity contemplated, or is exempt therefrom, including by way of example and not limitation, Section 500.12 Florida Statutes (1995) (food permit), Chapter 496 Florida Statutes (1995) (the Florida Solicitation of Contributions Act), Section 501.021 e: seq 1, Florida Statutes (1995) (home solicitation sales), and similar or superseding laws.

(k) If the permit sought is to Peddle advertising or participation in any magazine, newspaper, booklet, directory, periodical, coupon book or flier, or other publication, the applicant shall also furnish the following information:

(1) Number of copies of publication to be distributed;
(2) Number of copies distributed per average issue for previous year, if any;
(3) Frequency of issues during current year;
(4) Frequency of issues during past year, if any;
(5) Manner of distribution, including whether free or estimated price.

(l) If the permit sought is for Solicitation, a statement as to whether the applicant has been or intends to be compensated, directly or indirectly for such Solicitation, and if so, the amount or method of such compensation.

(m) If applicable, the full name, date of birth, and permanent residence address of each minor to be supervised by the Applicant.

Sec. 19-6. Permit Application Fee.

The application required by this Ordinance Article shall be accompanied by a fee of Twenty Five Dollars ($25.00) per person plus fifty cents ($.50) per minor supervised by such person, if applicable, to defray the expense to the City for furnishing the application, making investigation and otherwise administering the provisions of this Ordinance Article.

Sec. 19-7. Permit Investigation and Issuance Permit.

(a) Upon receipt of an application for a permit required by this Ordinance Article, the Chief of Police shall investigate the applicant's background for convictions of felonies or civil unfair trade practices, and shall complete this investigation within ten (10) days of receipt of the completed application and application fee.

(b) No permit shall be issued to any person who has been convicted of a felony or civil unfair trade practice under the laws of Florida or any other state or federal laws of the United States, within ten (10) years of the date of application; nor to any person who has been convicted of a violation of any of the provisions of this Ordinance Article, nor to any person whose certificate of registration issued hereunder has previously been revoked.

(c) The Chief of Police shall endorse on the application the specific reasons for the denial and inform the applicant of the denial, the specific reasons for the denial and the applicant's right to appeal. Otherwise, the permit shall be issued for the duration requested, not to exceed twelve (12) months.

Sec. 19-8. Denial or Revocation.

Any permit required by this Article shall be denied or revoked by the City Manager for material misrepresentation or omission in the application or violation by or on behalf of the permittee of any applicable provision of this Article, this Code, or state or local law regulating any aspect of the activity permitted. The City Manager shall advise the permittee of such revocation in writing, specifying the reasons therefore and the applicant's right to appeal.

Sec. 19-9. Appeals.

The denial or revocation of a permit under this Article may be appealed to the City Council by serving a notice of appeal upon the City Manager within twenty (20) days after such denial or revocation.
Such appeal shall be heard and resolved by the City Council in such a manner as to afford due process within thirty (30) days after the filing of the notice. The City Manager, or his designee, shall bear the of establishing the grounds for denial or revocation of the permit by the greater weight of the evidence presented. The parties may appear through counsel, present testimony under oath and relevant documentary evidence, and cross-examine witnesses. Evidence of the sort relied upon by prudent men in the management of their affairs shall be admissible and the formal rules of evidence shall not apply. The City Council's decision shall be reduced to writing and include findings of fact.

Sec. 19-108. Actions Prohibited.

It is unlawful for any person:

(a) It shall be unlawful for any person to Peddling or Soliciting within the City to enter upon any private residential, commercial or unimproved premises when such premises are posted with a sign stating "No Peddlers Allowed" or "No Solicitations Allowed" or similar words conveying the same meaning.

(b) In the course of Peddling or Soliciting to approach the back or rear door, or the side or rear, of a residential or transient lodging premises of any type.

(c) It shall be unlawful for any person to Peddlers within the City to make any false, fraudulent or materially misleading statement concerning the quality, nature or quantity of the goods, wares, merchandise or services Peddled for the purpose of inducing another to purchase the same.

(d) It shall be unlawful for any person to Soliciting within the City to make any false, fraudulent or materially misleading statement or omission concerning the purpose and use of funds or other things of value solicited for the purpose of inducing another to contribute.

(e) It shall be unlawful for any person to Peddle or Solicit on private property within the City after Dark between the hours of 7:00 o'clock p.m. and 8:00 o'clock a.m., except by specific appointment with or invitation from the prospect.

(f) It shall be unlawful for any person to give any false or misleading information in connection with an application for a permit required by this Ordinance Article.

(g) It shall be unlawful for any person to Peddling or Soliciting within the City to fail or refuse to immediately produce and display the permit required by this Article issued hereunder if requested to do so by upon the request of any person.

(h) It shall be unlawful for any person to Peddle or Solicit within the vehicular access area right-of-way of any publicly owned or maintained highway, street, or intersection, parking garage or parking lot within the City.

(i) To Peddle or Solicit within the vehicular access area of any private or quasi-public highway, street, intersection, parking garage or parking lot within the City without having in his or her possession, and producing upon request of any person, the written permission of the owner or person in control of that area.

(j) To Peddle or Solicit in an Aggressive Manner.

(k) To approach the driver or occupant of a motor vehicle for the purpose of Peddling or Soliciting or to Peddle or Solicit within four (4) feet of any occupied passenger vehicle, excepting staff of a drive-in or drive-through establishment where the occupants of the vehicle have initiated the transaction by driving onto the premises.
(l) To Peddle or Solicit any person while the person or persons being solicited are standing in line waiting in line to be admitted to any building, enclosure or activity, excepting transactions which relate to the admission for which the line is formed.

(m) To Peddle or Solicit at any of the following locations within the City:

1. Within fifteen (15) feet of a bus or other public transportation stop;
2. Within a public restroom or within fifteen (15) feet of any entrance to a public restroom;
3. In a public transportation vehicle or facility;
4. In, or within fifteen (15) feet of, a lawfully permitted outdoor dining area or lawfully permitted outdoor merchandise area when such area is in active use for that purpose;
5. Within fifteen (15) feet of any ATM or any bank entrance;
6. Within fifteen (15) feet of any entrance to a gasoline station, or any gasoline pump available to the public;
7. Within fifteen (15) feet of any entrance to a liquor store;
8. Within fifteen (15) feet of any entrance to a grocery store or convenience store;
9. Within thirty (30) feet of the point formed by the intersection of the edges of the vehicular right-of-way of any two streets, either of which has there a sidewalk;
10. Within thirty (30) feet of any entrance to, and within the boundaries of:
   a. Frank Brown Park
   b. Aaron Bessant Park
   c. The Russell-Fields Pier, its boardwalk and improved pedestrian ways.
   d. The County Pier and its improved pedestrian ways.
   e. Any Gulf Beach Access marked and numbered by Bay County
   f. The City Library
   g. Any stormwater facility at which consumption of alcoholic beverages is prohibited.

The forgoing prohibitions shall not apply to activities expressly exempted by Florida or Federal law from being regulated as provided by this Article, or be construed to prevent a person from exercising only those rights and privileges guaranteed by the constitution of the State of Florida or the United States.


Any permit-issued under this Ordinance shall be revoked by the City Manager for material misrepresentation or omission in the application or violation of any applicable provision of this Ordinance, this Code, or state or local law or regulation, by or on behalf of the Permittee. The City Manager shall advise the Permittee of such revocation in writing, specifying the reasons, therefore and the applicant's right to appeal.

Sec. 49-10. Appeals.

The denial or revocation of a permit under this Ordinance may be appealed to the City Council by serving a notice of appeal upon the City Manager within twenty (20) days after such denial or revocation.
Such appeal shall be heard and resolved by the City Council in such a manner as to afford due process within thirty (30) days after the filing of the notice. The City Manager, or his designee, shall bear the cost of establishing the grounds for denial or revocation of the permit by the greater weight of the evidence presented. The parties may appear through counsel, present testimony under oath and relevant documentary evidence, and cross-examine witnesses. Evidence of the sort relied upon by prudent men in the management of their affairs shall be admissible and the formal rules of evidence shall not apply. The City Council's decision shall be reduced to writing and include findings of fact.


Violation of this Ordinance Article shall be punishable as provided in Section 1-12 of this Code. In addition, continued violation shall be enjoined by the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida, upon petition of the City.

SECTION 2. Severance of invalid provisions: if any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, that holding shall not be so construed to render invalid the remaining provisions of this ordinance, the City intending that all such provisions be severable.

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

SECTION 4 The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the
City of Panama City Beach, Florida, this ___ day of ____________, 2014.

CITY OF PANAMA CITY BEACH

By __________________________

GAYLE F. OBERST, MAYOR

ATTEST:

____________________________

HOLLY J. WHITE, CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________, 2014.

____________________________

MAYOR

POSTED AT:

www.pcbgov.com  Dated: ______________________

Solicitation Ordinance 1311
Page 12 of 12

AGENDA ITEM #
REGULAR AGENDA
ITEM NO. 10
ORDINANCE 1315
July 18, 2014

City Council Members
City of Panama City Beach

Re: Scooter Flags and Reciprocity with County

Ladies and Gentlemen,

At the last Council meeting staff requested and received direction to prepare an ordinance eliminating the scooter flag requirement because the Police Department’s experience with the vest experiment is quite positive and, unless the situation deteriorates, the flags may not be necessary.

Also, as discussed at that meeting, our continued analysis of the Home Rule issues at play under Florida Statutes Chapters 166 (Municipal Powers) and 316 (Uniform Traffic Law) coupled with our experience in the pending litigation to this point, indicate that the strongest legal argument in support of the vest requirement requires limiting it to “streets and highways under the city’s jurisdiction,” to quote Chapter 316. The Chief has indicated that this will still be a useful tool to keep a lid on the reckless activity of vacationers who frequently forget that they are operating a vehicle in traffic rather than participating in an amusement ride.

Finally, a conservative analysis of the City’s authority to regulate the activity of these “amusement” riders who rent in the county leads us to recommend adding a provision expressly authorizing reciprocal enforcement by the City of the County ordinance. The county attorneys agree and we anticipate that they will add a corresponding provision to the county ordinance.

We also anticipate that the county will amend its ordinance to match the city’s insurance, no flag and local street provisions which will make both ordinances essentially identical. The City Manager and Chief, County staff and the Plaintiff in the litigation have all agreed to put the lawsuit on hold until both ordinances are final. This will substantially reduce attorneys’ fees.

Sincerely,

Douglas J. Sale

Cc: Mario Gisbert
    Drew Whitman
ORDINANCE NO. 1315

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 22-100 OF ARTICLE VI OF CHAPTER 22 OF THE CODE OF ORDINANCES RELATING TO MOTORCYCLE RENTALS; REPEALING THE REQUIREMENT THAT FLAGS BE AFFIXED TO SCOOTERS ON AND AFTER SEPTEMBER 1, 2014; CLARIFYING THE REQUIREMENT OF VESTS TO BE LIMITED TO CITY STREETS; PROVIDING FOR RECIPROCAL ENFORCEMENT OF ANY SIMILAR LAW ENACTED BY BAY COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH

WHEREAS, Ordinance 1310 adopted May 8, 2014, required persons operating a rented scooter, as there defined, on the public streets "of the city" to wear a fluorescent vest; and

WHEREAS, the city desires to clarify that the requirement of a vest shall apply to persons operating upon the streets and highways within the city a scooter rented within the city, or rented within the county should the county adopt a similar requirement.

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

SECTION 1. From and after the effective date of this ordinance, Section 22-100 of ARTICLE VI of Chapter 22 of the Panama City Beach Code of Ordinances is amended to read as follows (deleted text stricken, new text underlined):

ARTICLE VI. VEHICLE RENTALS

Sec. 22-100. Prohibited acts.

(a) It shall be unlawful for any person to rent, lease or hire within the City a motorcycle, motor scooter or any other two- or three-wheeled, self-propelled vehicle, or solicit the same within the City, unless each of the following is requirements is met:

(1) There is promptly available for delivery with each such vehicle available for rental if requested by the customer, protective headgear and eye-protective devices of a type approved by the Department of Highway Safety and Motor Vehicles, and there is present
on the same premises a vest described in this section for each scooter available for rental.

(2) Protective headgear and an eye-protective device approved by the Department of Highway Safety and Motor Vehicles are furnished without charge if requested by the customer.

(3) Reserved.

(4) For each motor scooter rented all occupants are outfitted with a florescent green highway safety vest meeting at a minimum Class 2 ANSI 107-2010 or equivalent revised standards, upon the back of which the word "RENTAL" is applied in black, block letters four inches (4") high, and the occupants are not allowed to leave the rental business on the vehicle unless wearing the vest in a normal fashion.

(5) All persons who will operate the vehicle hold and have in their possession a valid driver's license authorizing operation of the vehicle upon the public streets of Florida and the name and address of all operators and the number and state of issuance of all licenses shall be made a part of the contract pursuant to which possession of the vehicle is transferred.

(6) Reserved.

(7) All operators listed on the rental agreement for each motor scooter shall be required to read, print their name, sign and date a brochure in form and substance approved by the Chief of Police outlining the laws applicable to the operation of motorcycles in Florida (a "Safety Brochure"). The Safety Brochure shall also explain (i) that that the City understands that the rental about to commence is more of an amusement ride than transportation, (ii) that flage-and vests are required to maximize the visibility of the amusement vehicles for the occupants' safety and the protection of property, and (iii) that the police are particularly sensitive to reckless and unlawful operation of the amusement vehicles because they have seen frequent injuries and damages caused by them. A subsequent rental on a following day shall require a new Safety Brochure.

(8) There is prominently affixed to such vehicle a current registration decal supplied by the City.

(9) Reserved. For each motor scooter rented on or after September 1, 2014, there is prominently affixed to the rear fender or portion behind the saddle of each such motor scooter a flexible, fiberglass, vertical rod not less than thirty inches (30") long at the top of which is displayed a triangular flag approximately fifty (50) square inches in size and in a color or pattern determined by the Chief of Police or his or her designee.

(10) The entity owning and renting a motorcycle or motor scooter shall have provided and have in effect a policy of insurance through an insurance company licensed to do business in Florida insuring the owner and operator of such rented scooter against loss
from liability for bodily injury, death, and property damage arising out of the ownership, maintenance or use of the vehicle in not less than the limits described below and conforming to the requirements of FS 324.151 (2013) subject to the usual policy exclusions that have been approved in policy forms by the Florida Office of Insurance Regulation:

In the amount of $10,000 because of bodily injury to, or death of, one person in any one crash; and

Subject to such limits for one person, in the amount of $20,000 because of bodily injury to, or death of, two or more persons in any one crash; and

In the amount of $10,000 because of injury to, or destruction of, property of others in any one crash.

(11) There is conspicuously posted at all entrances to such business premises and above wherever rental forms are signed, on a sign in size and form (including font) approved by the Chief of Police displaying the schedule of maximum deposits allowed and including substantially the following notices:

CITY ORDINANCE REQUIRES DELIVERY OF A WRITTEN ITEMIZATION OF PARTS AND LABOR CHARGED AGAINST A SECURITY DEPOSIT AND A CLEAR PHOTOGRAPH OF ANY DAMAGE CLAIMED.

CITY ORDINANCE PROHIBITS YOUR DEPOSIT BEING USED FOR ANOTHER PERSON UNLESS YOU CONSENT BY SEPARATE WRITTEN INSTRUMENT.

IN ORDER TO RENT A MOTORCYCLE, YOU MUST HOLD A VALID DRIVER'S LICENSE WHICH WOULD PERMIT YOU TO OPERATE A MOTORCYCLE IN YOUR HOME STATE.

IT IS ILLEGAL FOR ANYONE NOT LISTED AS AN OPERATOR ON THE RENTAL AGREEMENT TO OPERATE THE MOTORCYCLE OR SCOOTER.

TO RENT A MOTOR SCOOTER YOU MUST READ, SIGN AND HAVE IN YOUR POSSESSION WHILE DRIVING IN THE CITY A "SAFETY BROCHURE" AND WEAR A VEST WHICH THIS BUSINESS WILL GIVE TO YOU.

OPERATING A MOTOR SCOOTER WITHOUT THE BROCHURE OR WITHOUT WEARING THE VEST, OR VIOLATING ANY FLORIDA TRAFFIC LAWS, WILL SUBJECT YOU TO A CIVIL PENALTY OF BETWEEN $100 AND $500 DOLLARS, OR MORE.

Said notice shall have a white background with black Roman lettering in substantially the form on file and available for inspection in the office of the City Clerk.

(b) It shall be unlawful for any person to rent, lease or hire within the City a motorcycle, motor scooter or any other two- or three-wheeled, self-propelled vehicle, or solicit the same
within the City, to a person who is under the influence of alcoholic beverages or any controlled substance. A person is under the influence of alcoholic beverages or any controlled substance when affected to the extent that the person's normal faculties are impaired.

(c) It shall be unlawful for any person to operate on the public streets of the city a motor scooter which is rented, leased or hired within the City (or within the County, as described and provided below), unless each of the following is requirements is met:

(1) After September 1, 2014, there is prominently affixed to the rear fender or portion behind the saddle of the vehicle a flexible, fiberglass, vertical rod not less than thirty inches (30") long at the top of which is displayed a triangular flag approximately seventy (70) square inches in size and in a color or pattern assigned to the rental business by the Chief of Police or his or her designee.

(2) Occupants of the vehicle are outfitted with a florescent green highway safety vest upon the back of which the word “RENTAL” is applied in black, block letters four inches (4") high.

(1)(3) The person operating the vehicle is listed as an operator in the rental agreement under which the vehicle is being operated and a copy of that rental agreement is secured in the vehicle or in the possession of the operator; and

(2)(4) The operator of the vehicle has in his or her possession a Safety Brochure dated and signed by him or her that same day.

(5) The vehicle bears a current inspection sticker issued and affixed by the police department pursuant to this Article.

(de) It shall be unlawful for any person to operate on any street or highway under the City’s jurisdiction a motor scooter which is rented, leased or hired within the City (or within the County, as described and provided below), unless all occupants of the vehicle are outfitted with a florescent green highway safety vest upon the back of which the word “RENTAL” is applied in black, block letters four inches (4") high.

(ed) It shall be unlawful for any person to operate on the public streets of the city a motor scooter which is rented, leased or hired within the City if there is on or in the vehicle an alcoholic beverage in a container not sealed with the manufacturer's original seal.

(fe) The City consents to the applicability within its boundaries, and may enforce against persons who rent, lease, or hire, motor scooters within the unincorporated area of Bay County bounded by Phillips Inlet, the Intracoastal Waterway and St. Andrews Bay, any requirements imposed by Bay County upon such persons to the extent consistent with this ordinance or any interlocal agreement entered between the City and Bay County.

(g) As used in this Article, the term motor scooter, or scooter, shall mean a motorcycle powered by a motor with a displacement of 50 cubic centimeters or less or is rated not in excess of 2 brake horsepower and which is not capable of propelling such motorcycle at a speed...
greater than 30 miles per hour on level ground, and shall include a moped as defined in FS 316.03 (77) (2013), 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 (2013)).

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 _______________, 2014.

CITY OF PANAMA CITY BEACH

ATTEST: By ______________________
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

Published on the _____ day of _______________, 2014, in the _______________________.
REGULAR AGENDA

ITEM NO. 11

ORDINANCE 1316
ORDINANCE NO. 1316

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES RELATED TO GARBAGE AND TRASH; MODIFYING AN EXEMPTION PERMITTING THE USE, POSSESSION AND VISIBILITY OF REFUSE CONTAINERS ON RESIDENTIAL LOTS SUCH THAT REFUSE CONTAINERS ON RESIDENTIAL LOTS FRONTING FRONT BEACH ROAD OR OLEANDER DRIVE SHALL NO LONGER BE PERMITTED TO BE VISIBLE TO PEDESTRIANS STANDING WITHIN THE RIGHT OF WAY; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Chapter 12 of the City Code of Ordinances related to Garbage and Trash, is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

Sec. 12-5. Refuse containers and compactors visible from Scenic Corridors; where prohibited; exceptions; variances, etc.
(a) Definitions.
Refuse is all putrescible and nonputrescible solid waste (except body waste), including garbage, rubbish, ashes, street cleanings, dead animals, and solid market and industrial waste.
Garbage is putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.
Rubbish is nonputrescible solid waste consisting of both combustible and noncombustible waste, such as paper, cardboard, tin cans, construction debris, clippings, wood, grass, bedding, crockery and similar materials.
Refuse container is any movable container intended or used to collect or store refuse, including without limitation, garbage cans, dumpsters and vehicles used to store and remove refuse.
Refuse compactor is any movable or fixed mechanical device intended or used to compress refuse, with or without storage capacity.
(b) Where prohibited. It shall be unlawful for any person to own, use or possess a refuse container or refuse compactor visible by a pedestrian standing within the vehicular right-of-way of a Scenic Corridor or on the sandy Gulf beach.
(c) Exceptions. Nothing herein shall prohibit:
(1) The ownership, use or possession of a refuse container on a residential lot intended and used exclusively to collect and store for removal garbage and trash provided such container is used exclusively for garbage and trash generated by property occupants on the site on which such container is located,
and such container is not located adjacent to a vehicular right-of-way for more than twelve consecutive hours in any three day period. This exception from the prohibition set forth in subsection (b) above shall not apply to residential lots fronting Front Beach Road or Oleander Drive south of Front Beach Road.

(2) The ownership, use or possession of any single, isolated refuse container equal to or less than fifty-five (55) gallons in capacity and intended to be used by the general public as a litter receptacle, provided that such receptacle shall be kept and maintained in a neat and clean condition.

(d) Variances. The city council may authorize upon request in specific cases, any such variance from the terms of this section as will not be contrary to the public health, safety, or welfare, or the aesthetic considerations promoted by this section, where, owing to special conditions or circumstances not attributable to the person requesting such variance, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. Any such variance may be upon such continuing terms and conditions as the city council may specify.

(Ord. No. 345, §§ 1-4, 4-13-89; Ord. No. 576, § 2, 7-23-98; Ord. No. 999, § 1, 10-27-05; Ord. No. 1008, § 1, 1-26-06)

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of __________, 2014.

_________________________
MAYOR

ATTEST:

_________________________
CITY CLERK
EXAMINED AND APPROVED by me this _____ day of ________________, 20__.

__________________________
MAYOR

Published in the Panama City News Herald on the ___ day of ________, 20__.

posted at:
pcb.gov.com

Ordinance 1316
Page 3 of 3

AGENDA ITEM # ___
REGULAR AGENDA

ITEM NO. 12

ORDINANCE 1318
From: Al Shortt  
Sent: Wednesday, August 20, 2014 3:53 PM  
To: Gayle Oberst; John Reichard; Rick Russell; Josie Strange (jtrek@aol.com); Keith Curry  
Cc: Mario Gisbert; Holly White; Paul Casto; Jo Smith; Amy Myers (amyers@hsmclaw.com); Bridgette Cohen  
Subject: Water & Sewer Rates  
Attachments: Water Sewer Rate Comparison August 2014.pdf 

All,

At next Thursday's council meeting, Ordinance 1318, proposing a 1% water and 2% sewer rate increase, will be presented for a first reading and consideration by the Council. Staff has also provided the required written notice to all City utility customers that the matter will be considered for a second reading and adoption on September 11th.

This small increase is part of a scheduled 5 year plan based on recommendations from our rate consultart, Public Resources Management Group (PRMG). The consultant performed a detailed rate analysis in 2012 to develop rate recommendations through 2016.

Just for comparison, I am attaching a residential water/sewer rate comparison for the utilities in the County so you can see how we compare (for a typical 6,000 gallons residential usage) with other local municipalities. Our water rates are in the mid-range of the group and our sewer rates are significantly lower than all others. For a residential customer with both water and sewer service, the City is by far the lowest cost provider in the County.

If you have any questions, we will be pleased to address them prior to, or during the meeting.

Thank you,
Al Shortt
# Residential Water Rate Comparison of Bay County

## August 2014

<table>
<thead>
<tr>
<th>System Name</th>
<th>Service Code</th>
<th>Rate Per 1000 Gallons</th>
<th>Rate Per 1000 Kgs</th>
<th>Rate Per 1000 Cube Meters</th>
<th>Rate Per 1000 Ltrs</th>
<th>Rate Per 1000 Ltrs</th>
<th>Rate Per 1000 Ltrs</th>
<th>Rate Per 1000 Ltrs</th>
<th>Rate Per 1000 Ltrs</th>
<th>Rate Per 1000 Ltrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calhoun</td>
<td>$11.37</td>
<td>3.37</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
</tr>
<tr>
<td>Lynn Haven</td>
<td>$11.61</td>
<td>3.37</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
</tr>
<tr>
<td>Mexico Beach</td>
<td>$25.87</td>
<td>3.79</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
</tr>
<tr>
<td>Panama City</td>
<td>$9.39</td>
<td>3.79</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
</tr>
<tr>
<td>Panama City Beach</td>
<td>$10.56</td>
<td>3.79</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
</tr>
<tr>
<td>Port St. Joe</td>
<td>$16.78</td>
<td>3.79</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
</tr>
<tr>
<td>Springfield</td>
<td>$8.07</td>
<td>3.79</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
</tr>
<tr>
<td>AVE</td>
<td>$13.74</td>
<td>3.79</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
<td>1.000</td>
</tr>
</tbody>
</table>

### Notes:
- IV: Inverted Rate Structure: Unit rate increases with each successive block of water usage.
- FLAT: Flat Rate: Unit rate remains constant.

## Residential Water Rate Comparison of Bay County

### August 2014

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Average Cost Per 10,000 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay County</td>
<td>$12.80</td>
</tr>
<tr>
<td>Calhoun</td>
<td>$11.37</td>
</tr>
<tr>
<td>Lynn Haven</td>
<td>$11.61</td>
</tr>
<tr>
<td>Mexico Beach</td>
<td>$25.87</td>
</tr>
<tr>
<td>Panama City</td>
<td>$9.39</td>
</tr>
<tr>
<td>Panama City Beach</td>
<td>$10.56</td>
</tr>
<tr>
<td>Port St. Joe</td>
<td>$16.78</td>
</tr>
<tr>
<td>Springfield</td>
<td>$8.07</td>
</tr>
</tbody>
</table>

### Agenda Item #: 12
## RESIDENTIAL SEWER RATE COMPARISON OF BAY COUNTY
### August 2014

<table>
<thead>
<tr>
<th>SYSTEM NAME</th>
<th>MINIMUM BILL</th>
<th>BASE RATE/1000 GALL</th>
<th>MAX GALL</th>
<th>COST FOR # OF GALLONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$/BILL</td>
<td>GALL/INCL</td>
<td>1,000</td>
<td>2,000</td>
</tr>
<tr>
<td>BAY COUNTY</td>
<td>$28.70</td>
<td>0.00</td>
<td>$37.58</td>
<td>$45.10</td>
</tr>
<tr>
<td>CALLAWAY</td>
<td>$32.69</td>
<td>0.00</td>
<td>$38.86</td>
<td>$46.51</td>
</tr>
<tr>
<td>LYNN HAVEN</td>
<td>$8.41</td>
<td>0.00</td>
<td>$13.52</td>
<td>$16.83</td>
</tr>
<tr>
<td>MEXICO BEACH</td>
<td>$43.45</td>
<td>4.00</td>
<td>$53.71</td>
<td>$59.58</td>
</tr>
<tr>
<td>PANAMA CITY</td>
<td>$15.18</td>
<td>0.00</td>
<td>$20.79</td>
<td>$26.39</td>
</tr>
<tr>
<td>PANAMA CITY BEACH</td>
<td>$17.60</td>
<td>3.00</td>
<td>$22.83</td>
<td>$28.44</td>
</tr>
<tr>
<td>PANAMA CITY BEACH PROPOSED</td>
<td>$18.04</td>
<td>3.00</td>
<td>$23.25</td>
<td>$28.86</td>
</tr>
<tr>
<td>PARKER</td>
<td>$22.01</td>
<td>0.00</td>
<td>$28.52</td>
<td>$35.03</td>
</tr>
<tr>
<td>SPRINGFIELD</td>
<td>$23.25</td>
<td>0.00</td>
<td>$31.75</td>
<td>$39.26</td>
</tr>
<tr>
<td><strong>AVE</strong></td>
<td>$30.96</td>
<td>8.75</td>
<td>$36.44</td>
<td>$42.92</td>
</tr>
<tr>
<td><strong>MEDIAN</strong></td>
<td>$32.83</td>
<td>0.00</td>
<td>$37.16</td>
<td>$43.64</td>
</tr>
<tr>
<td><strong>MIN.</strong></td>
<td>$8.41</td>
<td>0.00</td>
<td>$13.52</td>
<td>$16.83</td>
</tr>
<tr>
<td><strong>MAX.</strong></td>
<td>$43.45</td>
<td>4.00</td>
<td>$53.71</td>
<td>$59.58</td>
</tr>
</tbody>
</table>

### RESIDENTIAL SEWER RATE COMPARISON OF BAY COUNTY
#### August 2014

<table>
<thead>
<tr>
<th>SYSTEM</th>
<th>MINIMUM BILL</th>
<th>BASE RATE/1000 GALL</th>
<th>MAX GALL</th>
<th>COST FOR # OF GALLONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAY COUNTY</td>
<td>$28.70</td>
<td>0.00</td>
<td>$37.58</td>
<td>$45.10</td>
</tr>
<tr>
<td>CALLAWAY</td>
<td>$32.69</td>
<td>0.00</td>
<td>$38.86</td>
<td>$46.51</td>
</tr>
<tr>
<td>LYNN HAVEN</td>
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<td>0.00</td>
<td>$13.52</td>
<td>$16.83</td>
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<td>$53.71</td>
<td>$59.58</td>
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<tr>
<td>PANAMA CITY</td>
<td>$15.18</td>
<td>0.00</td>
<td>$20.79</td>
<td>$26.39</td>
</tr>
<tr>
<td>PANAMA CITY BEACH</td>
<td>$17.60</td>
<td>3.00</td>
<td>$22.83</td>
<td>$28.44</td>
</tr>
<tr>
<td>PANAMA CITY BEACH PROPOSED</td>
<td>$18.04</td>
<td>3.00</td>
<td>$23.25</td>
<td>$28.86</td>
</tr>
<tr>
<td>PARKER</td>
<td>$22.01</td>
<td>0.00</td>
<td>$28.52</td>
<td>$35.03</td>
</tr>
<tr>
<td>SPRINGFIELD</td>
<td>$23.25</td>
<td>0.00</td>
<td>$31.75</td>
<td>$39.26</td>
</tr>
</tbody>
</table>

### AGENDA ITEM # 12

---

**Note:** The table and graph above provide a detailed comparison of residential sewer rates for various systems in Bay County for the years 2014 and 2015. The data includes the minimum bill, base rate per 1000 gallons, maximum gallons billed, and the cost for different quantities of gallons used. The averages, medians, minimums, and maximums are also provided for each system.

---

**Important:** The information presented is subject to change and should be verified with the most current data available from the relevant authorities.
### Combined Residential Water & Sewer Rate Comparison

#### Bay County

<table>
<thead>
<tr>
<th>System Name</th>
<th>Cost for # of Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td>BAY COUNTY</td>
<td>$55.39</td>
</tr>
<tr>
<td>CALLAWAY</td>
<td>$51.75</td>
</tr>
<tr>
<td>LYNN HAVEN</td>
<td>$29.10</td>
</tr>
<tr>
<td>MEXICO BEACH</td>
<td>$27.42</td>
</tr>
<tr>
<td>PANAMA CITY</td>
<td>$32.22</td>
</tr>
<tr>
<td>PANAMA CITY BEACH</td>
<td>$34.28</td>
</tr>
<tr>
<td>PARKER</td>
<td>$46.82</td>
</tr>
<tr>
<td>SPRINGFIELD</td>
<td>$42.15</td>
</tr>
</tbody>
</table>

#### Combined Water & Sewer Rate Comparison of Bay County

**August 2014**

- **Bay County**: $55.39
- **Callaway**: $51.75
- **Lynn Haven**: $29.10
- **Mexico Beach**: $27.42
- **Panama City**: $32.22
- **Panama City Beach**: $34.28
- **Parker**: $46.82
- **Springfield**: $42.15

### Average (AVE)

- Bay County: $55.39
- Callaway: $51.75
- Lynn Haven: $29.10
- Mexico Beach: $27.42
- Panama City: $32.22
- Panama City Beach: $34.28
- Parker: $46.82
- Springfield: $42.15

### Median (MEDIAN)

- Bay County: $55.39
- Callaway: $51.75
- Lynn Haven: $29.10
- Mexico Beach: $27.42
- Panama City: $32.22
- Panama City Beach: $34.28
- Parker: $46.82
- Springfield: $42.15

### Minimum (MIN)

- Bay County: $25.10
- Callaway: $25.10
- Lynn Haven: $25.10
- Mexico Beach: $25.10
- Panama City: $25.10
- Panama City Beach: $25.10
- Parker: $25.10
- Springfield: $25.10

### Maximum (MAX)

- Bay County: $77.42
- Callaway: $77.42
- Lynn Haven: $77.42
- Mexico Beach: $77.42
- Panama City: $77.42
- Panama City Beach: $77.42
- Parker: $77.42
- Springfield: $77.42

**AGENDA ITEM #12**
ORDINANCE NO. 1318

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING THE WATER, SEWER AND RECLAIMED WATER RATES FOR FISCAL YEAR 2014-15 AND THEREAFTER; INCREASING THE WATER RATES IN THE AMOUNT OF ONE PERCENT (1%) AND INCREASING THE SEWER AND REUSE WATER RATES IN THE AMOUNT OF TWO PERCENT (2%), ALL AS MORE PARTICULARLY STATED IN THE BODY OF THIS ORDINANCE; AMENDING THE SEWER RATE SCHEDULE TO BE BASED ON UNITS OR METER SIZE, AND ADJUSTING THE BASE FACILITY CHARGE ACCORDingly; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2014.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after October 1, 2014, the following charges and fees shall be imposed and collected for wastewater service (old rates and text to be deleted stricken; new text or rates bold and underlined):

DIVISION 3. SERVICE CHARGES

Sec. 23-60. Charges and Fees.

(a) Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City’s wastewater disposal system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the City. After passage of this ordinance, all charges and fees may be amended by resolution of the City Council.

(b) Service Charges: It is hereby determined necessary to fix and collect sewer service charges from customers. Such revenue received shall be used for operation, maintenance, replacement, debt retirement and other authorized expenses.

(c) Service Charges and Fees:

(1) Additional Fees:** In addition to those fees specified herein, the City may, by a separate schedule of fees, establish and collect:

(a) fees for reimbursement of costs of setting up and operating the City's pretreatment program,
(b) fees for monitoring, inspection and surveillance procedures,
(c) fees for reviewing accidental discharge procedures and construction,
(d) fees for permit applications,
(e) fees for filing appeals,
(f) fees for consistent removal (by the City) of pollutants otherwise subject to Federal Pretreatment Standards,
(g) other fees as the City may deem necessary to carry out the requirements contained herein.

(2) **Charges and Fees.** The City does hereby levy and assess the following charges and fees, which are to be collected by and payable to the City, for services to users of the public sewer lines, mains and laterals for the disposal of sewage provided by the City to those establishments which are connected with the said sewer system, which charges are hereinafter designated, and the said users shall pay for said services the sums so designated at the same time as the payment for water services shall be made as provided by the ordinances for the City and which charges shall be assessed upon the utility bill of all users, and the said user shall pay charges as hereinafter set forth as follows and which may be amended from time to time by the City Council by resolution:

(A) **Within and Without the City Limits.** The minimum monthly charge for wastewater service, including the first three thousand (3,000) gallons of wastewater furnished to all customers of the system, shall be as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Base Facility Charge</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monthly Minimum</td>
<td>Monthly Minimum</td>
</tr>
<tr>
<td></td>
<td>Charge for Service</td>
<td>Charge for Service</td>
</tr>
<tr>
<td></td>
<td>Inside City</td>
<td>Outside City</td>
</tr>
</tbody>
</table>

<p>| (1) Single-family residential, each | $17.69-$18.04 | $22.11-$22.55 |
| (2) Duplex | $17.69-$18.04 | $22.11-$22.55 |
| (3) Mobile home park, each site | $17.69-$18.04 | $22.11-$22.55 |
| (4) Apartment or condominium | $17.69-$18.04 | $22.11-$22.55 |
| (5) Motel Unit | $13.27-$13.54 | $16.58-$16.92 |
| (6) Restaurant | $71.06 | $88.83 |
| (7) Short order food establishment (walk-up) | $35.32 | $44.15 |
| (8) Lounge | $35.32 | $44.15 |
| (6),(9) Washateria, each washer | $17.69-$18.04 | $22.11-$22.55 |
| (10) Service Station | $17.69 | $22.11 |
| (11) Retail Store, office, church | $17.69 | $22.11 |
| (7),(12) Schools, Restaurants, Short Order Food Establishments, Lounges, Service Stations, Retail Stores, Offices, Churches, Sanitary Dump Stations, Public Restrooms, Amusement Parks, Parks: flat fee based on size of water meter | $70.66-$36.03 | $88.32-$45.03 |
| a. 3/4&quot; | $70.66-$36.03 | $88.32-$45.03 |
| b. 1&quot; | $88.30-$45.03 | $110.37-$56.28 |
| c. 1 1/2&quot; | $110.37-$56.29 | $137.96-$70.36 |
| d. 2&quot; | $137.78-$70.27 | $172.22-$87.83 |
| e. 3&quot; | $117.23 | $146.53 |
| f. 4&quot; | $168.86 | $211.07 |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>6&quot;</td>
<td>$337.78</td>
<td>$422.22</td>
</tr>
<tr>
<td>b.</td>
<td>Greater than 6&quot;</td>
<td>By contract</td>
<td>+ 25% surcharge</td>
</tr>
</tbody>
</table>

(8) Campgrounds, each site

(14) Sanitary-dump station, each

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Campground without sewer</td>
<td>$62.46</td>
<td>$78.08</td>
</tr>
<tr>
<td>b.</td>
<td>Any other location</td>
<td>$2.63 per campsite</td>
<td>$3.28 per campsite</td>
</tr>
</tbody>
</table>

(15) Public restroom

(16) Amusement parks

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>4&quot; line</td>
<td>$311.15</td>
<td>$413.94</td>
</tr>
<tr>
<td>b.</td>
<td>6&quot; line</td>
<td>$662.31</td>
<td>$827.88</td>
</tr>
</tbody>
</table>

(17) Parks—Sum of contained items plus a 25% surcharge if outside city

The monthly average charge for wastewater service furnished above the minimum shall be two dollars and sixty eight three cents ($2.68 $2.63) per one thousand (1,000) gallons inside the City and three dollars and thirty five twenty-nine cents ($3.35 $3.29) per one thousand gallons outside the City.

(B) Former Grand Lagoon Utilities Geographic Area of Service.

(1) Notwithstanding Section 23-60(c) of this Code, the rates, fees, and charges for sewer service within the Grand Lagoon Utilities, Inc., geographic area of service as designated by the Florida Public Service Commission on August 1, 1989, shall be as follows:

**GENERAL MONTHLY SEWER RATES**

(All Except Residential)

**TABLE INSET:**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>$22.39 $22.50</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$33.78 $34.13</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$55.43 $55.87</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$111.62 $112.47</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$169.53 $170.22</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$319.84 $321.43</td>
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<tr>
<td>4&quot;</td>
<td>$498.62 $500.56</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$997.83 $1,001.14</td>
</tr>
</tbody>
</table>

Gallonage charge $3.94 $3.92

*Per 1,000 gallons or part thereof*

**RESIDENTIAL MONTHLY SEWER RATES**

**TABLE INSET:**
<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$22.37 - $22.48</td>
</tr>
</tbody>
</table>

Plus Gallonage Charge $3.23* $3.24*

(Maximum Charge at 10,000 Gallons)
*Per 1,000 gallons or part thereof

(2) Reserved.

(3) Multiple Classifications. One service used for more than one of the classifications above shall pay and be charged for each of such usages.

(4) Incremental Usage. The monthly overage charge for sewers set forth in subsection (a) above shall be calculated upon each one thousand (1,000) gallons of water, or part thereof, consumed in excess of the gallonage per month included in the minimum water charge.

(C) Former Bayside Utilities Geographic Area of Service.

(1) Notwithstanding Section 23-60(c) of this Code, the rates, fees, and charges for sewer service within the Bayside Utilities, Inc., geographic area of service, shall be as follows:

**GENERAL MONTHLY SEWER RATES**
(All Except Residential)

**TABLE INSET:**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>$20.02 $20.12</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$53.00 $53.50</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$105.78 $106.33</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$169.07 $169.76</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$318.54 $320.13</td>
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<tr>
<td>4&quot;</td>
<td>$496.87 $498.51</td>
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<td>6&quot;</td>
<td>$993.76 $997.07</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$1692.72 $1600.68</td>
</tr>
</tbody>
</table>

Gallonage charge $7.74 $7.75*

*Per 1,000 gallons or part thereof

**RESIDENTIAL MONTHLY SEWER RATES**

**TABLE INSET:**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$20.04 $20.11</td>
</tr>
</tbody>
</table>

Plus Gallonage Charge $6.47* $6.48*

(Maximum Charge at 6,000 Gallons)
*Per 1,000 gallons or part thereof

(2) Reserved.
(3) Multiple Classifications. One service used for more than one of the classifications above shall pay and be charged for each of such usages.

(4) Incremental Usage. The monthly overage charge for sewers set forth in subsection (a) above shall be calculated upon each one thousand (1,000) gallons of water, or part thereof, consumed in excess of the gallonage per month included in the minimum water charge.

(d) Distribution of Operation and Maintenance Costs. For the purpose of insuring a proportional distribution of operation and maintenance cost to each user, commercial and Industrial Users and bulk customers shall be subject to a surcharge for discharging wastewater which is defined as having the following concentrations (milligrams per liter - mg/l):

(i) Biochemical Oxygen Demand at 5 days at 20 degrees C, abbreviated BOD5 - 250 mg/l

(ii) Total Suspended Solids, abbreviated TSS - 220 mg/l

(2) Each commercial and Industrial User and bulk customer that is determined to discharge wastewater having pollutants in excess of normal wastewater shall pay a charge dependent on water volume consumed or wastewater discharged and measured by a wastewater flow meter. These pollutant surcharges are as follows:

(i) BOD5 - $0.14 per pound/month

(ii) TSS - $0.36 ***$0.37 per pound/month

(3) Pollutants in excess of normal wastewater shall be determined from periodic laboratory analysis of the user's wastewater. Laboratory analysis of the wastewater shall be conducted as outlined in the latest publication of the Standard Methods for the examination of Water and Wastewater, or American Society for Testing and Materials, Part 31, Water, or the U.S. Environmental Protection Agency Methods.

(4) In the event that a commercial or Industrial User or bulk customer discharges certain wastes containing inordinate oxygen demanding substances, the City reserves the right to substitute Chemical Oxygen Demand (COD) or Total Organic Carbon (TOC) test instead of BOD5. An evaluation of the user's discharge and the cost of treatment will be established for such substances. If an Industrial User chooses or elects COD, then the ratio of COD to BOD must be 2:1. In the event an Industrial User requests to use TOC, then his proposed methodology shall be submitted to the City for approval prior to it being used as a basis for charging for this particular pollutant. It shall be the responsibility of industrial and commercial users and bulk customers to notify the City of changes in the pollutant and contribution of their wastewater.

(5) For purposes of determining commercial and industrial sewer charges, each user's water consumption or wastewater discharged and measured by a wastewater flow meter shall be taken as that metered water volume consumed during the current month.

(6) If any user can prove to the satisfaction of the City that substantial amounts of metered water do not enter the waste water collection system, the sewer bill will be reduced accordingly.

(7) Notwithstanding any other provision of this ordinance, if the City determines that wastewater services provided any commercial or Industrial User or bulk customer significantly differs from that upon which the rate structure set forth in subsection (A) of Ord. No. 1318
Page 5 of 10
this article, the City may enter into a separate agreement with any such user to discharge sewer into the public sewer under such rates, terms and conditions as may be reasonable under the circumstances.

(e) Each user that discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge treatment works shall pay for any such increased cost.

(f) Rates are to be adjusted annually, based on the adopted budget for the wastewater system. This annual review and adjustment shall be the result of studies that reflect any change in the proportionate contribution of wastewater flow or pollutant by any class of user. The adjusted rate or rates, whether by increase or decrease, shall be reflected in each subsequent billing period by the amount of such change. This annual review will ensure a proportional distribution of operation and maintenance and renewal and replacement, and other costs to each user including major and minor industrial, commercial and residential users.

(g) The City of Panama City Beach from time to time and as often as shall be necessary will revise rates, fees and charges of the wastewater collection, transmission, treatment and disposal system in order to comply with revenue needs of operating, maintenance, capital costs, debt service and reserve requirements and other costs associated with the Series 1997 Revenue Bonds and the Department of Environmental Protection State Revolving Fund Loan agreement.

SECTION 2. From and after October 1, 2014, the following charges and fees shall be imposed and collected for potable water service (old rates stricken; new rates bold):

DIVISION 2. RATES AND SERVICE CHARGES

Sec. 23-80. Assessed.

Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City's potable water system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the City. After passage of this Ordinance, all charges and fees may be amended by resolution of the City Council.

(a) The minimum monthly charge for water service, including the first three thousand (3,000) gallons of water furnished to all customers of the system except motor courts, motels and hotels, apartments and condominiums and campgrounds, shall be as follows:

<table>
<thead>
<tr>
<th>Size of Connection</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) 5/8&quot; or 3/4&quot;</td>
<td>$16.50</td>
<td>$20.74</td>
</tr>
<tr>
<td>(2) 1&quot;</td>
<td>$24.94</td>
<td>$31.16</td>
</tr>
<tr>
<td>(3) 1 1/2&quot;</td>
<td>$48.21</td>
<td>$60.25</td>
</tr>
<tr>
<td>(4) 2&quot;</td>
<td>$91.39</td>
<td>$114.24</td>
</tr>
<tr>
<td>(5) 3&quot;</td>
<td>$142.26</td>
<td>$177.61</td>
</tr>
<tr>
<td>(6) 4&quot;</td>
<td>$185.75</td>
<td>$232.48</td>
</tr>
<tr>
<td>(7) 6&quot;</td>
<td>$450.19</td>
<td>$562.73</td>
</tr>
</tbody>
</table>

Ord. No. 1318
Page 6 of 10

AGENDA ITEM #
(b) The minimum monthly charge for water service connections for motor courts, motels, hotels, apartments and condominiums and campgrounds shall be as follows:

<table>
<thead>
<tr>
<th>Type of Connection</th>
<th>Gallons per Unit Included</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Motor court, motel and hotel</td>
<td>3,000 per month</td>
<td>$13.29-$13.42</td>
<td>$16.61-$16.77</td>
</tr>
<tr>
<td>(2) Apartments and condominiums</td>
<td>3,000 per month</td>
<td>$16.59-$16.76</td>
<td>$20.74-$20.95</td>
</tr>
<tr>
<td>(3) Campgrounds (each site)</td>
<td>1,000 per month</td>
<td>$4.35-$4.39</td>
<td>$5.44-$5.48</td>
</tr>
</tbody>
</table>

(c) The monthly charge for water furnished above the minimum shall be three dollars and twenty one eighteen cents ($3.21-$3.48) per one thousand (1,000) gallons inside the City and four three dollars and one ninety eight cents ($4.01-$3.98) per one thousand gallons outside the City.

(d) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments and other multiple family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. No service connection and meter may serve more than one (1) building lot.

(e) Fire hydrant meter rental shall be one dollar per day, with a $1,200 security deposit and charges of $50 for each setting, relocation or removal of the meter, twenty-five dollars ($25.00) per meter, per month. The charge for water consumption shall be the per thousand gallon charge specified in subsection (c) above.

(f) Reserved.

State law references: Limitation on rates charge consumers outside City limits, F.S. § 180-191.

Sec. 23-81. Former Grand Lagoon Utilities Geographic Area of Service.

Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City's potable water system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the City. After passage of this Ordinance, all charges and fees may be amended by resolution of the City Council.

Notwithstanding Section 23-80 of this Code, the rates, fees, and charges for water service within the Grand Lagoon Utilities, Inc., geographic area of service as designated by the Florida Public Service Commission on August 1, 1989, shall be as follows:

ALL MONTHLY WATER RATES
(General and Residential)

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>$5.86-$5.86</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$9.10-$9.14</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$15.08-$15.14</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$30.18-$30.30</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$48.30-$48.52</td>
</tr>
<tr>
<td>Meter Size</td>
<td>Base Facility Charge</td>
</tr>
<tr>
<td>------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$96.56-$96.91</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$148.79-$119.25</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$304.80-$302.92</td>
</tr>
</tbody>
</table>

Gallonage charge $2.74* $2.72*
*Per 1,000 gallons or part thereof

(b) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments and other multiple-family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. No service connection and meter may serve more than one (1) building lot.

(c) Fire hydrant meter rental shall be one dollar per day, with a $1,200 security deposit and charges of $50 for each setting, relocation or removal of the meter, twenty-five dollars ($25.00) per meter, per month. The charge for water consumption shall be the per thousand gallon charge specified in subsection (a) above.

(d) Reserved

Sec. 23-82. Bayside Geographic Area of Service.

Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City's potable water system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the City. After passage of this Ordinance, all charges and fees may be amended by resolution of the City Council.

Notwithstanding Section 23-80 of this Code, the rates, fees, and charges for water service within the Bayside Utilities, Inc., geographic area of service shall be as follows:

ALL MONTHLY WATER RATES
(General and Residential)

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>$11.38-$11.40</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$17.05-$17.09</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$28.30-$28.45</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$56.78-$56.90</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$90.92-$91.14</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$181.47-$181.52</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$282.99-$283.45</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$566.48-$567.30</td>
</tr>
</tbody>
</table>

Gallonage charge $4.62* $4.63
*Per 1,000 gallons or part thereof

(b) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments and other multiple-family dwellings served by one (1) service connection and meter shall pay the minimum
charge as those specified for condominiums and apartments. No service connection and meter may serve more than one (1) building lot.

(c) Fire hydrant meter rental shall be one dollar per day, with a $1,200 security deposit and charges of $50 for each setting, relocation or removal of the meter, twenty-five dollars ($25.00) per meter, per month. The charge for water consumption shall be the per thousand gallon charge specified in subsection (a) above.

(d) Reserved.

SECTION 3. From and after October 1, 2014, the following charges and fees shall be imposed and collected for reuse water service (old rates stricken; new rates bold):

ARTICLE VII. RECLAIMED WATER SYSTEM

* * *
Sec. 23-146. Reclaimed Water Rates and Service Charges Assessed.

Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City's reclaimed water system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Resolution and are separate from all other fees chargeable by the City.

(a) The minimum monthly charge for reclaimed water service, including the first three thousand (3,000) gallons of reclaimed water furnished to all customers of the system, except bulk customers requiring in excess of 100,000 gallons per day on any day, shall be as follows:

<table>
<thead>
<tr>
<th>TABLE INSET:</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) 3/4&quot;</td>
<td>$8.04-$8.20</td>
<td>$10.05-$10.25</td>
</tr>
<tr>
<td>(2) 1&quot;</td>
<td>$42.08-$12.32</td>
<td>$16.40-$15.40</td>
</tr>
<tr>
<td>(3) 1-1/2&quot;</td>
<td>$22.92-$23.38</td>
<td>$28.66-$29.22</td>
</tr>
<tr>
<td>(4) 2&quot;</td>
<td>$43.46-$44.33</td>
<td>$54.33-$55.41</td>
</tr>
<tr>
<td>(5) Above 2&quot;</td>
<td>By contract but no less than cost of maintenance of meter</td>
<td>Same Plus 25%</td>
</tr>
</tbody>
</table>

(b) The monthly charge for water furnished above the minimum shall be sixty five four-cents ($0.65-$0.64) per one thousand (1,000) gallons inside the City and eighty one cents ($0.81) per one thousand gallons outside the City.

(c) The monthly charge for bulk customers requiring in excess of 100,000 gallons per day on any day shall be by contract.

(d) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments and other multiple
family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. No service connection and meter may serve more than one (1) building lot.

(e) Should the City desire that meter deposits be required of customers, the same shall be accomplished by the passing of a resolution by the City Council.

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish the provisions of this Ordinance within the Panama City Beach Code and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

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

This Ordinance shall become effective as of October 1, 2014.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of September, 2014.

ATTEST:

GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

EXAMINED AND APPROVED by me this _____ day of September, 2014.

GAYLE F. OBERST, MAYOR

PUBLISHED in the Panama City News-Herald on the _____ day of __________, 2014.
REGULAR AGENDA
ITEM NO. 13

NORTH PIER PARK ROAD
CONVEYANCE AGREEMENT

This Conveyance Agreement ("Agreement") is entered into this ___ day of __________, 2013 (the "Effective Date"), by and between the City of Panama City Beach ("PCB") and The St. Joe Company, a Florida corporation, or its affiliates or assigns ("St. Joe").

WHEREAS, St. Joe is the owner of certain land located in Bay County, Florida as more particularly described on Exhibit "A" attached hereto (the "Land") consisting of that certain existing road on the Land ("Segment 1") and that certain road to be constructed on the Land ("Segment 2"), both as described therein; and

WHEREAS, PCB wishes to acquire title to the Land and, as part of the consideration for the conveyance of the Land, PCB will agree to perform certain construction and maintenance activities (as defined herein).

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, and promises contained herein, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, St. Joe and PCB agree as follows:

1. Recitals. The Recitals set forth above and the referenced exhibits are incorporated herein by reference.

2. Conveyance of Land. St. Joe agrees to convey the Land (the "Closing") on or before the 90th day following the date that St. Joe provides construction drawings to PCB. In the event the Closing does not occur on or before the 240th day following the Effective Date, either party may terminate this Agreement upon written notice to the other party and without liability to that party. Conveyance of the Land shall be made by standard special warranty deed and the conveyance documents shall specify that: (i) use of the Land shall be for installation and maintenance of roads no wider than 150' and two (2) lanes, unless agreed upon in writing by PCB and St. Joe, and title to the Land shall revert to St. Joe if, within thirty (30) years of the date of the deed, PCB uses the parcels or allows the parcels to be used for any purpose other than the following:

   a. Ingress, egress, and travel by all manner of persons, vehicles, and equipment, including uses associated with ingress, egress, and travel and which are typically conducted on or around city roads, such as, but not limited to, races and parades.

   b. Construction, maintenance and repairs to the improved roadway, including the Roadway Extension (as hereafter defined), together with all drainage systems, landscaping, and utilities.

   c. Installation of landscaping, signs, and utilities including the right to excavate for, install, bury, construct, maintain, repair, alter, and operate water, wastewater, reuse, stormwater, telecommunications and information technology lines, and any other public utilities.

   d. Access to the roads from adjoining properties, including driveways when constructed in accordance with state and local law.

PCB agrees that upon Closing, it will accept ownership and all maintenance for Segment 1 at its sole cost and expense.
3. **Construction of a Road.** A road exists on the portion of the Land known as North Pier Park Drive. PCB agrees to construct a two (2) lane roadway on the Land ("Roadway Extension"), which roadway shall connect the current terminus of North Pier Park Drive to State Road 79. PCB shall build the Roadway Extension in substantial compliance with the design plans provided by St. Joe and agreed to by PCB. St. Joe acknowledges that PCB will not have accepted the design plans until the City Council has approved the design plans at a public meeting. Once such design plans have been agreed upon by St. Joe and PCB, such plans shall become Exhibit "B" to this Agreement. If the parties are unable to agree to design plans within a reasonable time following the execution of this Agreement, either party may cancel this Agreement without liability to the other. Once such design plans have been completed and agreed upon by the parties, PCB shall complete construction of the Roadway Extension on or before the ______th day following the Effective Date the ("Completion Date"). The deeds of conveyance for the Land shall specify that failure to complete the Roadway Extension on or before the Completion Date shall entitle St. Joe to retake the Land by providing written notice to PCB. In the event of such failure, PCB shall not be liable to St. Joe for damages.

4. **Reservation of Rights.** St. Joe shall reserve perpetual easements upon, under, over and across the Land for access, maintenance, and utilities, in addition to the right to tie into all roadways currently constructed or to be constructed on the Land with driveways and/or additional road rights-of-way, provided St. Joe complies with the then current local, state, and federal laws.

5. **Permits.** St. Joe shall transfer and assign to PCB any and all permits from Army Corps of Engineers and/or Florida Department of Environmental Protection related to construction of roadways on the Land in its possession upon conveyance of the Land. St. Joe represents that all mitigation required by 03-0236383-001-EA (as modified April 20, 2007) and RGP SAJ-86 Authorization SAJ-2005-9182 (including Modification #1, February 27, 2008) is underway or complete and that all conservation easements required by those permits have been recorded. St. Joe shall not cancel any of the mitigation efforts or easements required by those permits and shall otherwise complete all mitigation requirements of those permits. PCB shall not be required to perform or contribute financially to any mitigation required by those permits. In the event that St. Joe proposes to modify the mitigation in place associated with those permits, PCB shall not object so long as no costs would result to PCB and no non-de minimis efforts would be required from PCB.

6. **Title.** Within ten (10) days of the Effective Date, PCB shall order a standard form of ALTA Owner's Title Commitment Policy (the "Commitment") covering the Land issued by a Title Insurance Company licensed to do business in the State of Florida ("Title Company"), together with copies of all instruments, if any, referred to in the Commitment as exceptions to title. Within thirty (30) days of receipt of the Commitment, together with copies of all documents constituting exceptions to title and Survey, PCB shall give notice in writing to St. Joe of any defects in or objections so specified. Failure to give such notice shall be a waiver of any defects or objections. If St. Joe fails to clear the title of defects and objections within forty-five (45) days, or such time as may be extended by PCB, PCB may cancel this Agreement.

At the Closing, Seller shall:
a. Deliver to PCB a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Land, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

(1) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(2) Any exceptions approved or waived by PCB pursuant to this Contract including the deed restrictions contained in paragraph 2 and the reservation of rights contained in paragraph 4 herein; and

(3) Any exceptions approved by PCB in writing.

b. Deliver to PCB an Owner's Title Policy in PCB's favor, insuring PCB's fee simple title to the Land, subject only to those title exceptions listed in this Agreement, and such other exceptions as may be approved in writing or waived by PCB.

7. **Future Roadway Widening**. This Agreement does not in and of itself obligate either party for any costs or responsibilities associated with the future widening of the roadway located on the Land but should the need arise, the Parties agree to cooperatively discuss and if applicable, execute a subsequent mutually acceptable agreement.

8. **Costs Relating to Conveyances**. PCB agrees to pay all costs associated with any conveyance governed by this Agreement, including, but not limited to: (i) Preliminary Title Commitment; (ii) Owners Title Policy; (ii) recording fees and transfer taxes; (iii) attorneys’ fees and costs for closing; and (iv) appraisal if required for title insurance purposes. To the extent that a survey is not complete, St. Joe agrees to pay the cost of remaining survey work.

Real property taxes shall be prorated and adjusted on the basis of thirty (30) days of each month, St. Joe to be responsible for all days prior to and including the date of Closing. Taxes for all prior years shall be paid by St. Joe. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by St. Joe. Assessments of an annual and continuing nature, such as stormwater assessments, shall be prorated as taxes, as described above.

9. **Costs Relating to Construction of a Road**. St. Joe agrees to pay all costs associated with the engineering, surveying, and permitting of the Roadway Extension. PCB agrees to pay all costs associated with construction of the Roadway Extension, including the construction of the utilities. PCB further agrees to pay all costs associated with the operation of the utilities that are normally paid by PCB for utilities in the city. In the event an optional change order is issued, the party requesting the change order shall be required to pay all construction and design costs associated with that change order. In the event a change order is required resulting from a deficiency or
error in the design plans provided by St. Joe, St. Joe shall be required to pay all construction and design costs for the change order.

10. **St. Joe’s Representations.** As a material inducement to PCB to execute and perform its obligations under this Agreement, on the date of the Closing the following statements shall be true:

   a. There are no actions, suits, or proceedings (including condemnation) pending or threatened against the Land, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, nor is St. Joe aware of any facts which to its knowledge might result in any such action, suit, or proceeding. St. Joe is not in default with respect to any order or decree of any court of any governmental agency or instrumentality affecting the Land;

   b. St. Joe has good, absolute, and indefeasible title to all of the Land, held subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction whatsoever arising during St. Joe’s ownership of the Land, except as disclosed to PCB or reflected on the Commitment, and St. Joe is duly authorized to convey the Land, and any fixtures, and/or improvements located thereon;

   c. St. Joe warrants at Closing that, to the best of its knowledge, the Land is not contaminated with, or at risk from sources off of the Land of becoming contaminated with, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that the Land, such as but not limited to substances regulated as "pollutants" under the Federal Water Pollution Control Act or substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation, and Liability Act, the Federal Oil Pollution Act, the Federal Toxic Substances Control Act, or Chapters 373, 376, or 403 of the Florida Statutes and the Land has never been used as a landfill, dump site, storage site of hazardous substances, livestock farm, manufacturing site of any product, or for any other industrial use;

   All statements, representations and warranties in this Section 10 shall expressly survive the Closing, provided, however, an incorrect statement, representation, or warranty shall be a breach of this Agreement, entitling PCB to damages from St. Joe, but not entitling PCB to the remedy of specific performance (as set forth in paragraph 11 herein) with respect to St. Joe's representations and warranties contained herein.

11. **Remedies.** The parties agree that due to the nature of this Agreement, certain remedies to address a breach of this Agreement by either party would be inadequate. Therefore, each party agrees that the other party shall be entitled to the remedy of specific performance in the event of a breach of this Agreement, except that PCB cannot be compelled to construct or complete construction of the Roadway Extension so long as PCB will promptly convey the Land to St. Joe. Further, in such event that PCB promptly conveys the Land to St. Joe, PCB shall not be liable to St. Joe for damages for breach of contract or any other cause of action. In addition, the prevailing party in any action or claim regarding a breach of this Agreement shall be entitled to collect from the

137582.2

PCB Conveyance Agreement - compared (A1524362xA3759) (2)_NB revisions 2-6-14
breaching party all attorneys' fees and costs incurred by the non-breaching party in prosecuting
the claim of breach.

12. **Amendments and Modifications.** No amendment, modification, or alteration of the terms or
conditions contained in this Agreement shall be effective unless contained in a written document
executed with the same formality and of equal dignity herewith.

13. **Notices.** All notices and communications required or allowed by this Agreement shall be in
writing and delivered in person, by overnight delivery, by electronic mail delivery, or by Certified
Mail, Return Receipt Requested, postage prepaid or as otherwise provided in this Section, addressed
to the party or person to whom the notice is being given at the following addresses:

TO ST. JOE: Jorge Gonzalez
The St. Joe Company
133 S. WaterSound Parkway
WaterSound, FL 32413
Phone: (850) 231-6433
Email: jorge.gonzalez@joe.com

WITH A COPY TO: Ken Borick
The St. Joe Company
133 S. WaterSound Parkway
WaterSound, FL 32413
Phone: (850) 231-6575
Email: ken.borick@joe.com

TO PCB: __________________________
______________________________
Phone: __________________________
Email: __________________________

13. **Prior Agreements.** This document incorporates and includes all prior negotiations,
correspondence, conversations, agreements or understandings applicable to the matters contained
herein; and the parties agree that there are no commitments, agreements or understandings
concerning the subject matter of this Agreement that are not contained in this document.
Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon
any prior representations or agreements whether oral or written.

14. **Applicable Law and Venue.** This Agreement shall be governed, construed and controlled
according to the laws of the State of Florida and any applicable laws of the United States of
America. Any claim, objection or dispute arising out of the terms of this Agreement shall be
litigated in the appropriate court situated in Bay County, Florida.

15. **Severability.** If any part of this Agreement is found by a court of competent jurisdiction to be
contrary to, or prohibited by, or deemed to be invalid under applicable laws or regulations, such
provisions shall be inapplicable and shall be deemed omitted to the extent so contrary, prohibited

137582.2

PCB Conveyance Agreement - compared (A1524362xA3759) (2)_NB revisions 2-6-14

AGENDA ITEM # 13
or invalid, but the remaining provisions hereof shall not be invalidated thereby and shall be given effect as far as possible.

16. **Interpretation.** The section headings used in this Agreement are for convenience of reference only and are not intended to affect the construction of, or to be taken into consideration in interpreting this Agreement.

17. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction be constructed more severely against one of the parties than the other.
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

WITNESS:

Print Name:

THE ST. JOE COMPANY

By:
Name: ________________________________
Title: ________________________________

CITY OF PANAMA CITY BEACH

By:
Name: ________________________________
Title: ________________________________
Exhibit "A"

The Land

Segment 1 - Existing Road

Segment 2 - Road to be Constructed
Exhibit "B"

[to be inserted]
REQUEST FOR PROPOSAL

Pier Park Loop Road – Segment 2
Panama City Beach, FL

Professional Engineering and Survey Services

The St. Joe Company is seeking the services of a professional engineering and surveying consulting firm for survey, design and permitting services for Segment 2 of Pier Park Loop Road in Panama City Beach, Florida.

Objective

Considering all variables, design and permit an efficient, cost effective and functional two lane road to safely access Highway 79 from Pier Park North Extension in Panama City Beach, FL.

Background

In 2005, The St. Joe Company began preliminary planning efforts for a direct connection from SR 79 along Gulf Power Right of Way to Pier Park, “Pier Park Loop Road“. The planning efforts were coordinated with the City of Panama City Beach as there was a need for a secondary entrance to Frank Brown Park and Palmetto Trace subdivision, subsequently the project was split into phases/segments.

The first phase, Segment 1, also known as Pier Park North Extension/Phase 1A, extends from Hwy 98 to just north of the Palmetto Trace western entrance which allows access to both Palmetto Trace and Frank Brown Park. Segment 1/Phase 1A was engineered and permitted by DRMP, built by GAC and certified in April 2008. The pond for Phase 1A was designed and constructed with excess capacity to be used for the future phase of the road.

Segment 2, was originally permitted as a 200’ ROW in January 2006 through the RGP/EMA permitting process and modified in 2007 to reduce the ROW to 150’ E/W and 125’ N/S. Both, the USACOE (SAJ-2006-9182-RGP) and FDEP (03-0236383-001-EA) permits were based on preliminary designs including 2 Wet Detention Ponds, 10.13 acres of low quality wetland impacts, 6.36 acres of on-site preservation, 35.71 acres of off-site preservation in the Southwest West Bay sub-basin Conservation Unit and 6.58 credits from Breakfast Point Mitigation Bank. In 2007/2008 The St. Joe Company recorded the 35.71 acres of off-site preservation, debited 6.58 credits from Breakfast Point and recorded conservation easements over 5 small separate areas adjacent to the permitted ROW. In 2009, The St. Joe Company put the project on hold due to economic conditions. Note: The USACOE permit currently expires in June 2014 and FDEP in January 2016.

The St. Joe Company and the City of Panama City Beach have agreed that time is of the essence to continue progress on this project. The St. Joe Company and the City of Panama Beach are currently in process of executing an agreement regarding all aspects of this project.
Scope of Services

In general, the City of Panama City Beach and The St. Joe Company have agreed to the below proposed scope. The City of Panama City Beach and The St. Joe Company will rely on the selected firm’s professional analysis and presentation of options to make all final design decisions.

As you prepare to respond to this RFP, one of the most significant factors to be considered is the interface at the Hwy 79. The successful bidder will consider and present all potential connection options for the Loop Road ROW and interface with Hwy 79. At a minimum, the connection options must recognize the existing conservation easements, FDOT median cuts, powerline easement, “Gayle’s Trails”, drainage structures, and wetlands. These options will require conceptual approval from FDOT, The St. Joe Company and The City of Panama City Beach prior to moving forward with a full scope.

Another significant factor to be considered is existing stormwater and RGP/EMA permits. Some analysis and coordination will be required to determine what is currently permitted, if and how it can be retrofit for this project.

Based on the all background information and significant factor of consideration, all proposals should include the below scope of services as well as construction bid documents. If additional items are identified, please describe within the proposal and provide separate line item pricing.

Roadway & Stormwater

- Two - Lane Rural Road (engineer to determine appropriate design speed)
- ROW : 2 lane ROW
- Median : Natural
- Stormwater : Per City LDC - 100 year event
- Hwy 79 Intersection: T-Intersection / Stop Sign
- Grading, Paving and Striping Plans to Tie into existing
- Sidewalks: Per City of PCB LDC
- Bike lanes: TBD
- Landscaping: None
- Irrigation: None
- Traffic Light: Prefer None

Survey

- Topographic Data collection for entire ROW, SR 79 Connection and associated turn Lanes as well as the southern connection with Pier Park Drive North
- Survey of ROW for conveyance purposes
- Gulf Power ROW legal Description and Sketch for access easement purposes
- Legal Description & Sketch for Utility Easements as needed
- Flag existing Conservation Easements

Environmental Services

- Wetland analysis, potential delineation & survey and permit drawings related to potential ROW relocation/permit modification.
Utilities

Please provide separate line items to design, permit, Inspect and certify the following:

- 12" watermain extension from current terminus at N Pier Park Dr to existing 24" WM in GPC powerline easement.
- Reclaimed watermain extension from current terminus at N Pier Park Dr all the way to SR 79.
- Forcemain extension from current terminus at N Pier Park Dr all the way to SR 79.

Note: Reclaimed watermain and forcemain sizes will be provided to EOR later, during detailed design phase. Valve/fitting provisions for future main extensions up SR 79 and east on future BBBR are to be included.

Permitting

Given the potential change in impacts, relocation of original permitted ROW and phased construction options a permit modification will be required for the EMA and RGP permits. The selected consultant will be responsible for all permitting required with the USACOE, FDEP, City of Panama City Beach and FDOT.

Certifications

- Storm Sewer, during the videoing of the storm sewer lines (if necessary)
- Potable water, force main, reclaimed main pressure test
- Final walk-through inspection with the contractor or contractor's representative
- As-built plans in accordance with City of Panama City Beach standards, signed and sealed by a Florida registered surveyor
- FDEP and USACOE certifications

Project Coordination/Meetings

Due to the unique situation with a public-private partnership, regular coordination meetings will be required in addition to agency coordination meetings.

Alternative 1 - Consideration for Future Expansion

In addition to the above scope, realizing Pier Park Loop Road will likely become a 4 lane divided roadway at some undetermined point in the future, we would like to request an alternative line item to design and survey for a 4 lane ROW, realizing that only 2 lanes will be built at this time.

NOTE: Any GIS or CAD data obtained is to be provided to The St. Joe Company in Florida state plane coordinate system format. Copies of all electronic information must be provided to the St. Joe Company including the .doc and .xls files used to create PDFs.

Proposals are due by November 22, 2013

Should you have any questions or require additional information, please contact April Wilkes at (850) 231-6435.
Please send proposals to:

April Wilkes, Assistant Manager
Permitting and Development
The St. Joe Company
133 S WaterSound Pkwy
WaterSound, FL 32413
april.wilkes@joe.com