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: December 11, 2014
MEETING TIME: 6:00 P.M.

I. INVOCATION: PASTOR JOHN WOODROW OF THE GULFVIEW UNITED METHODIST CHURCH

II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

V. CONSENT AGENDA

1. RESOLUTION 15-30, BIDS- 2015 FORD EXPLORER XLT PCB FIRE/RESCUE. One Bid was received for the Fire Inspector 2015 Ford Explorer from Hub City Ford $30,699.00. STAFF RECOMMENDS that the Council approve this Bid as they were the only bidder and local in Crestview. The State Contract on this identical vehicle is $30,455 but previous experience with purchasing Ford vehicles on the State Contract has been problematic. HUB City Ford being local will provide better service and support. The Department budgeted $32,000 for this vehicle in the 2014-2015 approved Budget. "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 Hub City Ford, relating to the purchase of a 2015 Ford Explorer XLT, in the basic amount of $30,699, in substantially the terms of the quote attached and presented to the Council today dated November 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."

2. RESOLUTION 15-31, BIDS- FIREFIGHTING UTV, PCB FIRE/RESCUE. Three Bids were received for the Fire Department UTV with fire pump, water tank and foam tank. The quote from Polaris Government Sales for $18,924.44 was the lowest bid by over $10,526. STAFF RECOMMENDS the Polaris Sales Inc. quote. The Department has $20,000 in the 2014-2015 approved Budget for this UTV. "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 Polaris Sales Inc., relating to the purchase of a UTV with fire pump, water tank and foam tank, in the basic amount of $18,924, on substantially the terms of the quote attached and presented to the Council today dated July 1, 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."

3. RESOLUTION 15-32, 2015 SPRING BREAK TOWING AGREEMENT. "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 renewal of the Agreement between the City, Bay County Board of Commissioners and White's Wrecker Service, LLC, dba Gulf County, Sheriff, Police Wrecker Service, relating to 2015 Spring Break Towing Services, 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."
RESOLUTION 15-35, BIDS- POLICE RADIOS. The Police Department would like approval to purchase four portable police radios and four mobile police radios. The Department advertised for bids for the radios and received four bids, see attached documentation. STAFF RECOMMENDS approval of the bid from Motorola (First Communications) out of Tallahassee, FL. There was one lower bid but their system is non-compliant with our current system. The total amount for all eight police radios will be $22,873.67. Six of these radios will be paid out of Police Impact Fees. “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 Motorola Solutions, relating to the purchase of 8 police radios, in the basic amount of $22,873.67, to be paid from Impact Fees, 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.”

RESOLUTION 15-36, CONSERVATION PARK BIOLOGICAL MONITORING TETRA TECH MSA TASK ORDER #4. The City Wastewater Treatment Plant on Gulf Boulevard ceased all discharges of treated effluent to West Bay on May 28, 2011 when the new 2,900 acre receiving wetland project (Conservation Park) became operational. The City’s wastewater treatment facility permit with the Florida Department of Environmental Protection (FDEP) now requires extensive quarterly hydrologic and environmental monitoring of the wetland site in addition to the routine water quality sampling performed by City staff. This monitoring effort provides the City, and FDEP, information needed to evaluate any long term changes that may occur to the wetland ecosystem. Staff requested and has received a proposed Task Order number 4 for work under the existing Master Services Agreement (MSA) with the City’s Wetland Engineering Consultant, Tetra Tech, Inc., to perform certain monitoring and reporting tasks required for the year that are outside of staff’s capabilities. A copy is attached for review as Attachment A to the MSA, along with a proposed Notice To Proceed form, Exhibit B. Fees in the Task Order are $92,389 to complete activities required during calendar year 2015. Monitoring quarter number two requires the most man-hours as it includes preparation of the required “Annual Wetlands Monitoring Summary Report”, for submission to FDEP. STAFF RECOMMENDS APPROVAL of this Task Order and sufficient funds have been included in this fiscal year Wastewater System budget for the work effort. “BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order #4 to the Master Services Agreement between the City and Tetra Tech, Inc., for major wastewater engineering services dated December 29, 2013, relating to hydrologic and environmental monitoring of the Conservation Park wetlands, in the basic amount of $92,389, in substantially the terms set forth in the Scope of Services attached and presented to the Council today, draft dated December 1, 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.”

REGULAR AGENDA ITEMS - DISCUSSION/ACTION

<table>
<thead>
<tr>
<th>NO.</th>
<th>OFFICIAL</th>
<th>ITEM</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>ML</td>
<td>ORDINANCE 1317, VEHICLE SIGNS, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
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<tr>
<td>2</td>
<td>ML</td>
<td>ORDINANCE 1326, CAPITAL IMPROVEMENTS UPDATE, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
</tr>
<tr>
<td>3</td>
<td>ML</td>
<td>ORDINANCE 1329, AMENDING LDC REGARDING GROUP C SETBACKS, 1ST READING.</td>
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<tr>
<td>4</td>
<td>ML</td>
<td>ORDINANCE 1330, AMENDING DEFINITION OF FLAGS, 1ST READING.</td>
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</tbody>
</table>

2 of 4

Regular Agenda
December 11, 2014
ML ORDINANCE 1331, AMENDING LDC REGARDING PARKING LOT SURFACES, 1ST READING.
ML ORDINANCE 1332, AMENDING LDC REGARDING SITE DESIGN STANDARDS R2 ZONING, 1ST READING.
ML ORDINANCE 1334, AMENDING LDC REGARDING FENCES & WALLS, 1ST READING.
MG ORDINANCE 1336, SANDY BEACH SPECIAL EVENT EXCEPTIONS, 2ND READING, PUBLIC HEARING AND ADOPTION.
MG ORDINANCE 1337, SCOOTER ORDINANCE FINDINGS, 1ST READING.
MG PLAT APPROVAL FOR PIER PARK NORTH, ORDER # 02-PL-15, PUBLIC HEARING.
MG RESOLUTION 15-14, 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PURCHASES & BUDGET AMENDMENT #2, PUBLIC HEARING.
MG RESOLUTION 15-28, SALARY STUDY.
MG RESOLUTION 15-37, ASSISTANT CITY ATTORNEY RATE.
JP RESOLUTION 15-33, 2015 PARKS & RECREATION SPONSORSHIPS.
MG RESOLUTION 15-34, LONG BEACH RESORT COMMUNITY ASSOCIATION ROW REAL ESTATE SALES CONTRACT, FRONT BEACH ROAD SEGMENT 2.
MG RESOLUTION 15-38, HILTON DEVELOPMENT AGREEMENT, FRONT BEACH ROAD SEGMENT 2.
MG UPDATED FIRE DEPARTMENT JOB DESCRIPTIONS.
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.

City Clerk White 2/14/14

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: 2/14/14

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

CONTACT
John Henderson
Phil Lucas
Ryan Rodig
Rex Ogburn
Ken McVay
Kay C. McWilliams
Cil Schemitker
Emily Balazs
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 #1,

RESOLUTION 15-30
RESOLUTION 15-30

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 HUB City Ford, relating to the purchase of a 2015 Ford Explorer XLT, in the basic amount of Thirty Thousand Six Hundred Ninety Nine Dollars ($30,699.00), in substantially the terms of the quote attached and presented to the Council today dated November 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 11 day of December, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk
The following bids were received for the Fire Inspector 2015 Ford Explorer:

1. Hub City Ford Quote $30,699.00

The Department recommends going with this bid as they are the only bidder and a local bidder in Crestview. State Contract on this identical vehicle is $30,455 but previous experience with purchasing from State Contract on Ford vehicles has been problematic. HUB City Ford being somewhat local will provide better service and support. The Department budgeted $32,000 for this vehicle in the 2014-2015 approved budget.
ADVERTISEMENT FOR BIDS
NOTICE TO RECEIVE SEALED BIDS

PANAMA CITY BEACH FIRE RESCUE-2014 FORD EXPLORER

This Bid is for a 2014 Ford Explorer XLT four wheel drive (4WD) mid-sized SUV.

The vehicle will include the following options:
1. XLT MODEL WITH 200A PKG includes all Base Explorer Equipment, plus:
   - Alternator-200Amp EXTERIOR
   - Steering Wheel-Leather-Wrapped with Secondary Audio Controls
   - Visors-Illuminated Driver and Passenger
   - 18"Painted Aluminum Wheels
   - Automatic Headlamps
   - Chrome Door Handles
   - Cladding-Lower Body side (Black with Chrome accent)
   - Fog Lamps
   - Grille-Satin Silver Finish
   - Mirrors-Black "A" Gloss Finish, Heated with LED signal indicators and Security Approach Lamps
   - Roof Rack Side Rails—
   - Tires-P245/60R18 A/S BSW INTERIOR / COMFORT
   - 6-way Power Front-Passenger Seat with Manual Recline and Lumbar
   - Appliqués-Bright Galvano over LA Grain
   - Seats-Unique Cloth
   - Shift Knob-Leather
   - Windows-1-touchup/down Front Driver/Passenger
   - FUNCTIONAL Media Hub with Auxiliary Audio Input Jack and 1 USB Port Reverse Sensing System
   - Securif Code-Keyless-Entry Keypad SIRIUS Satellite Radio Includes 6 month pre-paid subscription SYNC® with My Ford® Voice-Activated Communications and Entertainment system

2. Factory red color (or variance of; accepted by PCBFR before delivery)
3. Factory warranty 5 Yr /75,000 mile zero deductible BASE Care plan.
4. Delivery to 17121 Panama City Beach Pkwy Panama City Beach, Fl 32413.

Bids will be received until 2:00 p.m. Central Time, November 13, 2014 at City of Panama City Beach Fire Rescue Station#1, 17121 Panama City Beach Pkwy, Panama City Beach, Florida 32413 and will be opened and read publicly immediately thereafter. All Bids shall be submitted in an envelope clearly marked "Sealed Bid — Panama City Beach Fire Rescue Ford Explorer" The City of Panama City Beach ("City") reserves the right to reject any and all Bids. All Bids shall be firm (including all labor and material prices) for a period of 30 days after opening.

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder:

###
HUB CITY FORD
Presents...

The 2015 Ford Explorer XLT
4dr 4x4

Prepared For: JOE WINDROW
Prepared By: JOE WINDROW
Prepared On: November 11, 2014
November 11, 2014

PANAMA CITY BEACH FIRE RESCUE STATION #
17121 PANAMA CITY BEACH PKWY
PANAMA CITY BEACH, Florida, 32413

Re: The 2015 Ford Explorer XLT

Dear ,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us. $30,699.00 Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

5YR 75,000 MILE (0) DEDUCTIBLE BASE CARE WARRANTY (INC)
TRAILER TOW PKG ADD ($569.00)
CARGO SHADE ADD ($129.00)
SPLASH GUARDS ADD ($204.00)

Sincerely,

[Signature]

JOE WINDROW
FLEET MANAGER
850-393-4723
WINDROW1@WINDROWFLEETSALES.COM
November 11, 2014

PANAMA CITY BEACH FIRE RESCUNEnSTATION #
17121 PANAMA CITY BEACH PKWY
PANAMA CITY BEACH, Florida, 32413

Re: The 2015 Ford Explorer XLT

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Sincerely,

JOE WINDROW
FLEET MANAGER
850-393-4723
WINDROW1@WINDROWFLEETSales.COM
Standard Equipment

2015 Ford Explorer
4dr 4x4 XLT (KBD)

Powertrain
3.5L V-6 DOHC SMPI 24 valve engine with variable valve control * 200 amp alternator * 650 amp 58 amp hours (Ah) battery with run down protection * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up * Automatic full-time four-wheel drive with electronic transfer case shift, auto locking hubs * Terrain Management System ABS & driveline traction control * 3.65 axle ratio * Stainless steel exhaust with tailpipe finisher

Steering and Suspension
Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front and rear vented discs * AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear multi-link suspension * Rear anti-roll bar * Rear coil springs * Gas-pressurized rear shocks * Front and rear 18.0" x 7.50" painted aluminum wheels * P245/60HR18.0 BSW AS front and rear tires * Inside under cargo mounted compact steel spare wheel

Safety
4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag, airbag occupancy sensor, passenger knee airbag * Front height adjustable seatbelts with front pre-tensioners * SecuriLock immobilizer, panic alarm, security system

Comfort and Convenience
Air conditioning, rear HVAC with separate controls, air filter, underseat ducts, auxiliary rear heater, voice activation, headliner/pillar ducts * SiriusXM AM/FM/Satellite, seek-scan, in-dash mounted single CD, MP3 decoder, SYNC with MyFord external memory control, 6 speakers, SYNC voice activation, speed sensitive volume, Bluetooth wireless streaming, integrated roof antenna, radio steering wheel controls * 2 1st row LCD monitors * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, child safety rear door locks, tailgate/rear door lock included with power door locks * 4 12V DC power outlets, driver foot rest, retained accessory power, Bluetooth wireless phone connectivity * Analog instrumentation display includes tachometer, engine temperature gauge, in-dash clock, compass, exterior temp, systems monitor, trip computer, trip odometer, rear parking sensors * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Leather/metal-look steering wheel with tilt and telescopic adjustment * Power front and rear windows with deep tint, driver and passenger 1-touch down, fixed rearmost windows * Variable intermittent front windshield wipers, sun visor strip, fixed interval rear wiper with heated wiper park, rear window defroster * Dual illuminated vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front and rear reading lights, illuminated entry * Full floor console with covered storage, full overhead console with storage, locking glove box with light, front and rear upholders, 2 seat back storage pockets, driver and passenger door bins, rear door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and optional pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208032 10/1/2014

Printed on Monday, November 11, 2014 at 08:10
Price Level: 525 QuoteID: <None>
Seating and Interior
Seating capacity of 7 * Bucket front seats with adjustable head restraints, center armrest * 8-way adjustable (6-way power) driver seat includes lumbar support * 8-way adjustable (6-way power) passenger seat includes lumbar support * 60-40 folding split-bench 2nd row seat with tumble forward, reclining 3 fixed rear head restraints * 3rd row seat 50-50 folding split-bench fold into floor with fold into floor, 2 fixed 3rd row head restraints * Premium cloth faced front seats with premium cloth back material * Premium cloth faced rear seats with carpet back material * Premium cloth faced 3rd row seats with carpet back material * Cloth door trim insert, full cloth headliner, full carpet floor covering with carpet front and rear floor mats, metal-look instrument panel insert, leather/chrome gear shift knob, metal-look door panel insert, metal-look console insert, chrome and metal-look interior accents

Exterior Features
Rear lip spoiler, side impact beams, galvanized steel/aluminum body material * With chrome bodyside insert, black bodyside cladding, black wheel well trim molding * Black side window moldings, black front windshield molding * Chrome door handles * Silver grille * 4 doors with liftgate rear cargo door * Trailer sway control * Driver and passenger power remote black heated convex spotter folding outside mirrors with turn signal indicators * Front and rear body-colored bumpers with black rub strip/fascia accents * Projector beam halogen fully automatic headlamps with delay-off feature * Additional exterior lights include front fog/driving lights, remote activated perimeter/approach lights * Clearcoat monotone paint

Warranty
Basic 36 month/36,000 miles Powertrain 60 month/60,000 miles
Corrosion Perforation 60 month/unlimited mileage Roadside Assistance 60 month/60,000 miles
Accessories 36 month/36,000 miles

Dimensions and Capacities
Output 290 hp @ 6,500 rpm Torque 255 lb.-ft. @ 4,000 rpm
1st gear ratio 4.484 2nd gear ratio 2.872
3rd gear ratio 1.842 4th gear ratio 1.414
5th gear ratio 1.000 6th gear ratio 0.742
Reverse gear ratio 2.882 City/hwy 17 mpg/23 mpg
Curb weight 4,610 lbs. GVWR 6,160 lbs.
Front GAWR 3,080 lbs. Rear GAWR 3,300 lbs.
Towing capacity 2,000 lbs. Front legroom 40.6"
Rear legroom 39.8" Third legroom 33.2"
Front headroom 41.4" Rear headroom 40.5"
Third headroom 37.8" Front hiproom 57.3"
Rear hiproom 56.7" Third hiproom 40.7"
Front shoulder room 61.3" Rear shoulder room 61.0"
Third shoulder room 50.8" Passenger area volume 151.7 cu.ft.
Length 197.1" Body width 78.9"
Body height 71.0" Wheelbase 112.6"
Axle to end of frame 46.5" Front track 67.0"
Rear track 67.0" Turning radius 19.4"
Fuel tank 18.6 gal. Interior cargo volume 21.0 cu.ft.
Interior cargo volume seats 43.8 cu.ft. Interior maximum cargo volume 80.7 cu.ft.

dimensions and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information Reference CT05283032 10/1/2014
## Selected Options

### 2015 Ford Explorer

#### 4dr 4x4 XLT (K8D)

### Vehicle Snapshot

- **Engine**: 3.5L Ti-VCT V6 (FFV)
- **Transmission**: 6-Speed SelectShift Automatic
- **Rear Axle Ratio**: 3.65
- **GVWR**: 6,160 lbs

### Code | Description | Class
--- | --- | ---
K8D | Base Vehicle Price (K8D) | STD

#### Packages

**200A**

- **Equipment Group 200A**

  - Engine: 3.5L Ti-VCT V6 (FFV): Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.5L Ti-VCT V6 engine shipped to Federal Emissions States or Cross Border State dealers and is only available with a Federal emissions system. (FFV system not available with code 422 and requires code 936 or 423 if applicable for California Emissions State dealer destinations). Cross border states include AZ, DC, ID, NH, NV, OH, VA, WV. **(44J)** Transmission: 6-Speed SelectShift Automatic; **(STDAX)** 3.65 Axle Ratio; **(STDGV)** GVWR: 6,160 lbs; **(STDTR)** Tires: P245/60R18 AS BSW, (64H) Wheels: 18" Painted Aluminum; **(8)** Unique Cloth Bucket Seats: Includes 6-way power front seats with manual lumbar and recline; **(STDRD)** Radio: AM/FM Stereo w/Single CD/MP3 Capable: Includes (6) speakers, media hub with auxiliary hub and SiriusXM satellite radio. Note: SiriusXM satellite radio includes 5 month prepaid subscription (48 contiguous states). Service not available in Alaska or Hawaii.

#### Powertrain

**998**

- **Engine**: 3.5L Ti-VCT V6 (FFV) Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.5L Ti-VCT V6 engine shipped to Federal Emissions States or Cross Border State dealers and is only available with a Federal emissions system. (FFV system not available with code 422 and requires code 936 or 423 if applicable for California Emissions State dealer destinations). Cross border states include AZ, DC, ID, NH, NV, OH, VA, WV. Not standard equipment in CA Emissions States. Torque: 255 ft.lbs. @ 4000 rpm.

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<th>Code</th>
<th>Description</th>
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<tr>
<td>44J</td>
<td>Transmission: 6-Speed SelectShift Automatic</td>
<td>INC</td>
</tr>
<tr>
<td>STDAX</td>
<td>3.65 Axle Ratio</td>
<td>INC</td>
</tr>
<tr>
<td>STDGV</td>
<td>GVWR: 6,160 lbs</td>
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special offer pricing, availability of pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208032 10/1/2014

Printed on November 11, 2014 at 08:10

Price Level: 525 QuotId: <None>
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<th>Code</th>
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<tr>
<td>STDTR</td>
<td>Tires: P245/60R18 AS BSW</td>
<td>INC</td>
</tr>
<tr>
<td>64H</td>
<td>Wheels: 18” Painted Aluminum</td>
<td>INC</td>
</tr>
<tr>
<td>Seats &amp; Seat Trim</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 8     | Unique Cloth Bucket Seats  
*Includes 6-way power front seats with manual lumbar and recline.* | INC   |
| Other Options |                                |       |
| PAINT | Monotone Paint Application                                                  | STD   |
| 113WB | 113” Wheelbase                                                             | STD   |
| STDRD | Radio: AM/FM Stereo w/Single CD/MP3 Capable  
SYNC w/MyFord: Voice-activated communications and entertainment system with 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, (1) USB port and steering wheel controls. Note: SYNC services available for a $50 annual subscription fee. Includes (6) speakers, media hub with auxiliary hub and SiriusXM satellite radio. Note: SiriusXM satellite radio includes 6 month prepaid subscription (48 contiguous states). Service not available in Alaska or Hawaii. | INC   |
| Interior Colors For: Primary w/XLT |                                |       |
| 8L    | Medium Light Stone                                                         | OPT   |
| Primary Colors For: Primary w/XLT |                                |       |
| RR    | Ruby Red Metallic Tinted Clearcoat                                         | OPT   |

Vehicle Subtotal

Destination

Vehicle Subtotal (including Destination)
### Dimensions & Capacities

#### 2015 Ford Explorer

**4dr 4x4 XLT (K8D)**

<table>
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<tr>
<th>Description</th>
<th>Value</th>
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<tr>
<td><strong>Output</strong></td>
<td>290 hp @ 6,500 rpm</td>
</tr>
<tr>
<td><strong>Torque</strong></td>
<td>255 lb.-ft. @ 4,000 rpm</td>
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<td>1st gear ratio</td>
<td>4.484</td>
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<td>2nd gear ratio</td>
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<td>3rd gear ratio</td>
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<td>6th gear ratio</td>
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<tr>
<td>Reverse gear ratio</td>
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<td><strong>City/hwy</strong></td>
<td>17 mpg/23 mpg</td>
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<td><strong>Curb weight</strong></td>
<td>4,810 lbs.</td>
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<td><strong>GVWR</strong></td>
<td>6,160 lbs.</td>
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<tr>
<td><strong>Front</strong></td>
<td>3,080 lbs.</td>
</tr>
<tr>
<td><strong>Rear GAWR</strong></td>
<td>3,300 lbs.</td>
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<tr>
<td><strong>Towing capacity</strong></td>
<td>2,000 lbs.</td>
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<tr>
<td><strong>Front legroom</strong></td>
<td>40.6&quot;</td>
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<tr>
<td><strong>Rear legroom</strong></td>
<td>39.8&quot;</td>
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<tr>
<td><strong>Third legroom</strong></td>
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</tr>
<tr>
<td><strong>Front headroom</strong></td>
<td>41.4&quot;</td>
</tr>
<tr>
<td><strong>Rear headroom</strong></td>
<td>40.5&quot;</td>
</tr>
<tr>
<td><strong>Third headroom</strong></td>
<td>37.8&quot;</td>
</tr>
<tr>
<td><strong>Front hiproom</strong></td>
<td>57.3&quot;</td>
</tr>
<tr>
<td><strong>Rear hiproom</strong></td>
<td>66.7&quot;</td>
</tr>
<tr>
<td><strong>Third hiproom</strong></td>
<td>40.7&quot;</td>
</tr>
<tr>
<td><strong>Front shoulder room</strong></td>
<td>61.3&quot;</td>
</tr>
<tr>
<td><strong>Rear shoulder room</strong></td>
<td>61.0&quot;</td>
</tr>
<tr>
<td><strong>Third shoulder room</strong></td>
<td>50.8&quot;</td>
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<tr>
<td><strong>Passenger area volume</strong></td>
<td>151.7 cu.ft.</td>
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<tr>
<td><strong>Length</strong></td>
<td>197.1&quot;</td>
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<tr>
<td><strong>Body width</strong></td>
<td>78.9&quot;</td>
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<tr>
<td><strong>Body height</strong></td>
<td>71.0&quot;</td>
</tr>
<tr>
<td><strong>Wheelbase</strong></td>
<td>112.6&quot;</td>
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<tr>
<td><strong>Axle to end of frame</strong></td>
<td>46.5&quot;</td>
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<tr>
<td><strong>Front track</strong></td>
<td>67.0&quot;</td>
</tr>
<tr>
<td><strong>Rear track</strong></td>
<td>67.0&quot;</td>
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*Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.*

Reference CT03206032 10/1/2014

---

**Printed on November 11, 2014 at 08:10**

**Price Level: 525**

**QuoteID: <None>**
<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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<tbody>
<tr>
<td>Turning radius</td>
<td>19.4'</td>
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<tr>
<td>Fuel tank</td>
<td>18.6 gal.</td>
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<tr>
<td>Interior cargo volume</td>
<td>21.0 cu.ft.</td>
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<td>Interior cargo volume seats folded</td>
<td>43.8 cu.ft.</td>
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<tr>
<td>Interior maximum cargo volume</td>
<td>80.7 cu.ft.</td>
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## Warranty

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<th>Description</th>
<th>36 month/36,000 miles</th>
<th>60 month/60,000 miles</th>
<th>60 month/unlimited mileage</th>
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<tbody>
<tr>
<td>Basic</td>
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</tr>
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<td>Powertrain</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corrosion Perforation</td>
<td></td>
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<tr>
<td>Roadside Assistance</td>
<td></td>
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</tr>
<tr>
<td>Accessories</td>
<td></td>
<td></td>
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</tbody>
</table>

2015 Ford Explorer

4dr 4x4 XLT (K8D)

Month/Distance
CONSENT AGENDA
ITEM #2,

RESOLUTION 15-31
RESOLUTION 15-31

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 Polaris Sales, Inc., relating to the purchase of a UTV with fire pump, water tank and foam tank, in the basic amount of Eighteen Thousand Nine Hundred Twenty-Four Dollars ($18,924), on substantially the terms of the quote attached and presented to the Council today dated July 1, 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 11 day of December, 2014.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk
MEMORANDUM

DATE: 11/13/2014
TO: MARIO GISBERT
FROM: LARRY COUCH/ADMIN OFFICER
SUBJECT: FIREFIGHTING UTV BIDS

The following bids were received for the Fire Department UTV with fire pump, water tank and foam tank;

1. HMA Fire Apparatus Quote#1888 Price $30,420
2. RKO Enterprises Quote#14-347 Price $29,450
3. Polaris Government Sales Quote#QUO-18836-6N5J Price $18,924

The Quote from Polaris Government Sales is the lowest bid by over $10,526. The Fire Department recommends the Polaris Government quote. The Department asked for $20,000 in the 2014-2015 approved budget for this UTV.
Polaris Sales Inc  
2100 Hwy 55, Medina (Hamel), MN 55340  
Phone: 866-468-7783  Fax: 763-847-8288

Name: Larry Couch  
Email:lcouch@pcbfire.com  
Phone: 850-233-5120  Ext:  
Fax:

Bill To:  
Panama City Beach Fire Rescue  
17121 Black Beach Rd.  
Panama City Beach, FL 32413

---

Table:

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<th>Item #</th>
<th>QTY</th>
<th>Description</th>
<th>MSRP</th>
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<td>R14HR76AA</td>
<td>1</td>
<td>RANGER 6x6 Sage Green</td>
<td>$12,599.00</td>
<td>$12,126.08</td>
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<tr>
<td>2880118</td>
<td>1</td>
<td>Red Body Panel Kit for RANGER 800/Diesel</td>
<td>$499.99</td>
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<td>2859973</td>
<td>1</td>
<td>Fast Attack Fire Skid (5.5 HP Honda Manual Start)</td>
<td>$6,999.99</td>
<td>$6,065.14</td>
<td>$6,065.14</td>
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</table>

Comments:

*Installation Pricing is Open Market

---

Freight

FOB Destination  
US Continental (CONUS) Only

Delivery Terms: Within 60 days  
Payment Terms: Net 30  
Payment Methods: Visa, Mastercard, Wire Check

---

SUBTOTAL: $18,624.44  
INSTALL*: $300.00  
FREIGHT: $0.00  
TAX: $0.00  
TOTAL: $18,924.44

---

Quote: QUO-18836-6N5J Page 1 of 2
Wire Payment: Phone: 1-888-799-4737
US Bank ABA#: 091 000 022
602 2nd Ave South Acct#: 1 702 2513 9170
Minneapolis, MN 55402 Ref: NJPA Panama City Beach Fire Rescue
PO#: 

Ship To Address: Billing Address:
Name: Name:
Address: Address:
Address: Address:
City, State & ZIP: City, State & ZIP:
Contact Name: Contact Name:
Phone: Phone:

Credit Card Holder: VISA / Mastercard
Credit Card Type: Card Number:
Expiration Date:

To accept this quotation, sign here and return: __________________________

Printed name: __________________________
CONSENT AGENDA
ITEM #3,
RESOLUTION 15-32
RESOLUTION 15-32

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 renewal of the Agreement between the City, Bay County Board of Commissioners and Whites Wrecker Service, LLC dba Gulf County, Sheriff, Police Wrecker Service, relating to 2015 Spring Break Towing Services, 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 11th day of December, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk
CONTRACT 13-06
for
2013 SPRING BREAK TOWING SERVICES

This Contract, dated January 15, 2013, is between the Bay County Board of Commissioners, at 840 West 11th Street, Panama City, FL 32401 ("County"), the City of Panama City Beach City Hall: 110 S. Arnold Road, Panama City Beach, Florida 32413 ("City"), and White’s Wrecker Service, LLC cba Gulf County Sheriff, Police Wrecker Service at 8705 Front Beach Road, Panama City Beach, FL 32408 ("Contractor").

1. Scope of Work
The County and the City desire to hire Contractor to provide all labor, equipment, and supplies and materials to perform all operations in connection with the removal and impounding of abandoned or illegally parked vehicles from the right of way of the service area identified in Appendix A of Exhibit 1. The Contractor will perform those services stated in the attached Exhibit 1 Scope of Work. The Contractor also agrees to provide the services to the County and the City set forth in RFQ 13-06 2013 Spring Break Towing Services (RFQ), and the RFQ and the Contractors response to the RFQ are incorporated by reference to the extent they are not inconsistent with this Contract.

2. Term
This Contract shall commence upon execution of the Contract and continue for a twelve month period. The services rendered under the initial term of the contract are for the period of March 2, 2013 through April 7, 2013. County and City and Contractor may agree in writing to other periods of service during the initial and any renewal terms. At the sole discretion of the County or the City the contract may be renewed for up to three (3) several and consecutive one-year periods for each respective jurisdiction, or jointly for both jurisdictions.

3. Contract Price
Consideration for this Contract shall be limited to the funds collected by the Contractor for services provided under this Contract from the owners or authorized representatives of the owners of motor vehicles. The rates charged by the Contractor for services provided under this Contract shall be limited to the rates established by Bay County Code Provision 22-71 in the unincorporated County, and as established by Panama City Beach Code of Ordinances Provision 22-71 for services in the incorporated area. A schedule of current rates charged by the County and the City is attached as Composite Exhibit 2, which rates may be modified by County or the City at any time.

4. Independent Contractor
At all times material to this Contract, Contractor shall be an independent contractor and Contractor, Contractor’s employees, subcontractors, or agents shall not be considered as agents, representatives, employees or servants of the County or the City. Contractor assumes full responsibility for supervising and directing its own employees, subcontractors or agents.
5. **Contractor's Personnel**
   Contractor has the exclusive right to hire and terminate its employees or subcontractors and may transfer or reassign any of its employees or subcontractors to other work of the Contractor. The direction of the work of Contractor's employees or subcontractors shall be under the exclusive control of Contractor. If the County, City, Bay County Sheriff ("Sheriff"), or the Panama City Police Department ("Police") object to the presence or performance of any employee or subcontractor of Contractor, Contractor shall remove such employee or subcontractors and substitute another employee or subcontractor.

6. **Cooperation**
   Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Bay County Sheriff's Office or the City of Panama City Beach Police Department or their designee as requested, and specifically to allow the County, City, Sheriff, and Police to inspect the performance of the work of this Contract.

7. **Materials, Supplies, Etc.**
   Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the RFQ.

8. **Sheriff and Police Representatives**
   The Bay County Sheriff's Office and the City of Panama City Beach Police Department have authority to designate the work to be done by Contractor under this Contract, to inspect such work, and to resolve questions which arise regarding the work. The Contractor or the Contractor's designee shall comply with any instruction of the Bay County Sheriff's Office or the City of Panama City Beach Police Department's representative on matters relating to the performance of the work. The Bay County Sheriff's Office and the City of Panama City Beach Police Department shall have the authority to stop work whenever they deem such action necessary to secure the safe and proper performance of the work under this Contract.

9. **Laws, Rules and Regulations**
   a. **General Laws**: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County or the City, Contractor shall provide proof of such notice and demonstrate compliance to the County and the City.

   b. **Illegal Alien Labor**: Contractor shall comply with all provisions state and federal law, and local ordinance of the County and the City, regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-
Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

10. Insurance
During the term of this Contract, Contractor will purchase and maintain insurance and comply with the insurance Requirements which are attached as Exhibit 3 to this Contract and incorporated by reference.

11. Hold Harmless and Indemnification
a. The Contractor shall indemnify and hold harmless the County, City, Sheriff, and Police, and their officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Contract is subcontracted to or used by the Contractor.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12. Duty to Pay Defense Costs and Expenses
a. The Contractor agrees to reimburse and pay on behalf of the County, City, Sheriff, and Police the cost of the County, City, Sheriff, and Police's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification provisions above, or 2) other claims arising out of the Contractor's performance of this Contract and in which the County, City, Sheriff, or Police have prevailed.

b. The County, City, Sheriff, and Police shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the County, City, Sheriff, and Police shall be in addition to any and all other legal remedies available to the County, City, Sheriff, and Police and shall not be considered to be the County, City, Sheriff, and Police's exclusive remedy.
13. **Notices**

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Board of County Commissioners
Attn: Daniel K. Shaw
840 W. 11th Street
Panama City, FL 32401

For the Contractor:
White's Wrecker Service, LLC dba
Gulf County Wrecker Service
Attn: Richard White
8705 Front Beach Road
Panama City Beach, FL 32408

For the City:
City of Panama City Beach Commissioners
Attn: Mario Gisbert, City Manager
City Hall: 110 S. Arnold Road
Panama City Beach, Florida 32413

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies. The Contractor's notification of address change is sufficient if sent by email or facsimile.

14. **Assignment**

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County and the City.

15. **Entire Contract**

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

16. **Termination of Contract**

The County or the City may terminate this Contract at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor.

17. **Governing Law & Venue**

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.
Executed by:

CITY OF PANAMA CITY BEACH

By: _______________

Mario Gisbert, City Manager

Attest:

Holly White, City Clerk

Approved as to form

City Attorney
STATE OF FLORIDA
COUNTY OF BAY

This Contract was acknowledged and subscribed before me the undersigned notary this ___ day of January, 2013, by Richard White, as Owner of White's Wrecker Service, LLC dba Gulf County Wrecker Service and with proper authority, and who is personally known by me or produced identification of said person.

EXHIBITS:
1. Scope of Work with Appendix A (Service Area Map) & Appendix B (Ordinances 08-17 and 12-38)
2. Contractor's Rate Schedule
3. Insurance Requirements
EXHIBIT 1
2013 SPRING BREAK TOWING SERVICES
SCOPE OF WORK

SCOPE

The Bay County Board of County Commissioners is requesting Submittal of statements of qualifications from towing companies to provide removal and impounding of illegally parked vehicles from the right of way of the service area identified in Appendix A from March 2, 2013 to April 7, 2013 (2013 Spring Break).

QUALIFICATIONS OF RESPONDENTS

The Respondent, or principles of the Respondent, shall be regularly engaged in the business of providing the services as described herein. The Respondent shall have sufficient financial support, equipment, and organization to ensure that it can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the Respondent, principle owners, partners, corporate officers, or management employees.

Respondent shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

WRECKER DRIVER RULES/REQUIREMENTS

All wrecker drivers and drivers must have in their possession a valid Florida Driver's License for the operation of any vehicle driven. Prior to approval, the Bay County Sheriff's Office and Panama City Beach Police Department shall obtain background information on each driver, including the driver history record. The Contractor shall immediately notify the Bay County Sheriff's Office and the Panama City Beach Police Department of any changes in wrecker driver(s), wreckers, wrecker unit number, insurance coverage, or any other changes relating to ownership or management of the business.

Wrecker drivers and their drivers are required to comply and be familiar with Florida Uniform Traffic Control Law, F.S. Chapter 316 and F.S. 323.002.

Wrecker drivers shall be thoroughly familiar with the operation on the wrecker.

WRECKERS AND EQUIPMENT

Contractor shall list and enumerate all wreckers and towing equipment that shall be available to respond to requests for service:
Class A wreckers
Slide-back carriers, Class A or B
Class B wreckers
Class C wreckers (or greater)
All vehicles must be owned or directly leased by the Contractor or authorized Subcontractors. Respondent shall produce evidence of ownership or valid first party lease of the required number of wreckers and slide back carriers. All equipment shall be maintained in a state of readiness for response as delineated in the Contract.

All equipment shall be free of unsightly damages and shall always be clean and presentable to the public. All trucks shall have fenders, doors, hoods, and bumpers intact at all times when in operation. Company names, addresses, and phone numbers shall be visible on both doors of the Contractor’s call for service vehicles.

The Bay County Sheriff’s Office and the Panama City Beach Police Department are not responsible for any damage to a vehicle or personal injury caused by the wrecker driver.

STORAGE LOT

Contractor must have a storage lot located in the area between the Hathaway Bridge and Phillips Inlet properly identified by signs on the exterior of the fence or structure and visible from adjacent access roads.

The storage lot shall be of sufficient size to store 50 vehicles, properly spaced to provide access for removal or addition of vehicles. The storage lot must have a durable surface, properly drained, and enclosed. Shrubbery, trees, and lawns shall be maintained and junk tires and auto parts shall not be stored. It must be screened from all public rights-of-way by a six (6) foot masonry wall or fence. Any wire at the top of the wall or fence must be in addition to the six (6) foot. No repair work or servicing of vehicles shall be permitted in the storage area. Facility shall be lighted and staffed 24 hours per day, seven days per week during the period of operations outlined in the Contract.

The Contractor shall be responsible for all thefts and damage to stored vehicles occurring while the vehicle is in the Contractor’s possession.

Contractor’s storage facilities shall comply will all applicable Building, Zoning, and Fire regulations.

REQUEST FOR SERVICE AND RESPONSE TIME

All requests for service will be made through the Bay County Sheriff’s Office or the Panama City Beach Police Department. The County or the City of Panama City Beach, acting through the Bay County Sheriff’s Office or the Panama City Beach Police Department, reserve the right to cancel a request for service at any time, including up to the time of hookup.

Contractor shall respond to the scene of all requests for service made through the Bay County Sheriff’s Office or the Panama City Beach Police Department within twenty minutes of receiving the request for service. The wrecker driver shall notify the Bay
County Sheriff's Office or the Panama City Beach Police Department Communications Section as the case may be of any estimated time of delay and the reason for the delay.

Contractor will be required to use its own skill, judgment and equipment to responsibly tow, store and release vehicles required to be towed under the Contract.

The Bay County Sheriff’s Office and Panama City Beach Police Department need not be present at the scene to request service.

Contractor shall be obligated to tow vehicles designated by a Bay County Sheriff’s Deputy or a Panama City Beach Police Officer, or any law enforcement officer working with either department, as illegally parked within the service area and service period of this agreement. Parking violation tickets may not be issued. Designation shall be made by the officer’s oral, radio transmission to his/her dispatcher identifying him/herself, providing a “quick” description of the vehicle(s), the registration number(s) and state of registration and the general location of the vehicle(s). Promptly after designating one or more cars to be illegally parked, the officer will request the contractor to tow and give the contractor the same information given the dispatcher. The officer may, or may not be present when the tow is initiated. If the officer is not present, before initiating the tow the contractor shall confirm by oral communication with the dispatcher that the vehicle identified by location, general description and registration number and state has been designated as illegally parked. The contractor is encouraged to report illegally parked vehicles and request an officer be dispatched to designate them as illegal and subject to tow. The contractor shall not tow any vehicle not confirmed as illegally parked by the officer present or by the dispatcher. The purpose of this process is to expedite removal of illegally parked vehicles by authorizing tows outside the presence of the designating officer, but at the same time having a law enforcement officer create a record, to be confirmed by the contractor, that the vehicle is illegally parked.

Bay County and the City of Panama City Beach reserve the right to call other towing companies to provide service within the service area whenever contractor is not able to adequately or timely provide service.

All wrecker operators, telephone operators, storage lot attendants and other personnel utilized by contractor shall at all times be dressed in clean and neat attire and conduct themselves in a calm, polite, professional and respectful manner regardless of how abusive a person offended by the tow may become. In the event of a complaint deemed Justified by the Bay County Sheriff’s Office or the PCB Police Department, the contractor shall be required to make a written apology to such persons and in such form and substance as the Bay County Sheriff’s Office or the PCB Police Department may require.

Sirens on wreckers are prohibited. Unless authorized by the Bay County Sheriff’s Office or the Panama City Beach Police Department, flashing amber lights shall not be used while responding to a call for wrecker service.

Unless the Bay County Sheriff’s Office, Panama City Beach Police Department or vehicle owner specifically requests the transport on a slide back carrier, Contractor shall
charge the rate for the equipment required to safely tow the vehicle, regardless of the
tow vehicle used. Any ancillary service, such as the use of a dolly, dropping and
hooking up linkage, are to be performed only if required and appropriate.

When a vehicle is released at the scene by the investigating deputy or officer the
wrecker driver shall tow the vehicle directly to the designated storage lot.

COMMUNICATIONS EQUIPMENT

All wreckers operated pursuant to this rule shall be equipped with a business-type
communication radio, mobile telephone, or cellular phone. There shall be one radio or
telephone for each truck. Such equipment shall be licensed and approved by the
Federal Communications Commission (FCC). This equipment shall enable the wrecker
driver to communicate with his area of operations from any point within the county or
call zone. A citizens band (CB) radio does not meet the requirements of this section.

The Contractor will maintain a central phone number that is answered 24 hours a day.

TOWING AND STORAGE RATES

The rates charged shall be pursuant to the Bay County Ordinance No. 08-17. By
submitting this proposal, the Contractor agrees to charge the rates specified therein.*

The applicable tow rate structure shall depend upon the requirements of the towed
vehicle, rather than the actual tow truck used; e.g. if a Class "B" wrecker is used to tow
a sedan, the Class "A" rate structure shall be the basis for charges imposed.

The Contractor shall collect all towing and storage fees, in compliance with the
established rates from the authorized owner or his/her authorized representative.

If prior to towing, a ticketed vehicle is secured to a wrecker and the vehicle owner
appears to claim their vehicle, the operator shall be entitled to charge 50% of the
regulated tow charge and shall immediately release the vehicle.

Daily storage charges shall be predicated upon each twenty-four hour period, such
charges beginning at the actual time of impounding, e.g.1:00 pm Monday to 12:59 pm
Tuesday, will represent one storage-charge day. Pursuant to F.S. 713.78(2) and
Ordinance 08-17 no storage fee shall be charged if such vehicle is stored for less than
six hours.

The owner shall be furnished with an itemized statement of all charges for the towing
and/or storage of the vehicle when the towed and/or stored vehicle is claimed by the
owner.

Bay County, the City, the Bay County Sheriff's Office, and the Panama City Beach
Police Department shall not be held responsible or liable to the Contractor for non-
payment of any towing or storage fees to the Contractor by the owner of the vehicle.

*Note: The rates are set forth on Exhibit 2 to this Contract.
Personal property in the vehicle stored by the Contractor shall not be disposed of to defray any charges for towing or storage of vehicles without a court order.

VIEWING OF VEHICLES/REMOVAL OF PERSONAL PROPERTY

The Contractor shall allow the registered owner or their authorized representative to view said vehicle at all times on the Contractor’s premises without any restrictions or requirements other than proof of ownership. If such proof of ownership is claimed to be in the vehicle, the Contractor shall retrieve those items.

The Contractor shall permit every vehicle owner or their authorized representative to inspect the towed vehicle immediately upon their arrival at the storage site and prior to any payment of charges.

The owner or their authorized representative shall be permitted to remove from the vehicle any and all personal possessions inside but not affixed to the vehicle, including but not limited to radios and telephones, and Contractor shall assist any vehicle owner/representative in doing so. No release or waiver concerning payment of towing and storage shall be required as a condition of release of personal property.

SIGNAGE

Contractor shall provide the County with a sufficient number of metal signs measuring at least 3 inches by 9 inches, which must clearly indicate, in not less than 2-inch high, light-reflective letters on a contrasting background, the name and current telephone number of the Contractor towing or removing the vehicle, which the County and the City shall be attached to no parking or tow area signs within their respective jurisdictions.
ARTICLE IV. - TOWING RATES AND REGULATIONS

Sec. 24-100. - Rates and regulations.

When any vehicle is towed or otherwise removed from private property within the unincorporated areas of the county at the request of a private property owner or at the request of a law enforcement agency a wrecked or disabled vehicle is removed from an accident scene or other public property, it shall be unlawful for any towing firm, corporation or person to charge or file a lien to collect any type of fee other than fees set forth herein for which the board of county commissioners has set specific maximum rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

(1) Towing charges:
   a. Class A wrecker:
      (I) Anywhere within the unincorporated areas of Bay County between the hours of 8:00 a.m. and 5:00 p.m. .....$87.50
         If "dolly" required, an additional .....20.00
      (II) Anywhere within the unincorporated areas of Bay County between the hours of 5:00 p.m. and 8:00 a.m. .....97.50
         If "dolly" required, an additional .....20.00
   b. Class B wrecker:
      (I) Anywhere within the unincorporated areas of Bay County between the hours of 8:00 a.m. and 5:00 p.m. .....115.00
      (II) Anywhere within the unincorporated areas of Bay County between the hours of 5:00 p.m. and 8:00 a.m. .....125.00
   c. Class C wrecker: .....220.00

(2) Storage charges:
   a. Class A wrecker:
      First six hours .....No charge
      After six hours, per 24-hour period or fraction thereof
         Outside .....15.00
         Inside .....20.00

Bay County, Florida, Code of Ordinances
b. *Class B wrecker:*
   
   First six hours .....No charge
   
   After six hours, per 24-hour period or fraction thereof .....20.00

c. *Class C wrecker:*
   
   First six hours .....No charge
   
   After six hours, per 24-hour period or fraction thereof .....30.00

(3) **Administrative charges:** A maximum of $30.00 may be charged to the owner of a vehicle towed and subsequently stored for more than 24 hours, for the costs of preparing, filing or mailing of any forms or notices required by law. All towing companies or persons performing towing services shall comply with the provisions of F.S. § 713.78, and in particular the notice provisions. Failure to comply with the provisions of F.S. § 713.78 shall result in the violator's removal from the rotation list for unincorporated county tows in addition to any other penalties imposed by law.

(4) **Mileage rate,** per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:
   
   a. *Class A wrecker:* .....3.00
   
   b. *Class B wrecker:* .....4.00
   
   c. *Class C wrecker:* .....4.00

(5) **Hourly rate,** for waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first 30 minutes of working or waiting time for which there shall be no charge imposed:
   
   a. *Class A wrecker:* $78.00 hr/19.50 per ¼ hour.
   
   b. *Class B wrecker:* $80.00 hr/20.00 per ¼ hour.
   
   c. *Class C wrecker:* $175.00 hr/43.75 per ¼ hour.

(Ord. No. 08-17, § 1, 3-4-08)
ARTICLE V. - LICENSING OF TOWING FIRMS AND REGULATING RATES

Sec. 22-70. - Definitions.

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

Vehicle. As used in this article, the term "vehicle" means any mobile item which normally uses wheels, whether motorized or not.

Person. As used in this article, the term "person" is any person, firm, partnership, association, corporation, company or organization of any kind.

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92)

Sec. 22-71. - Rates.

When any vehicle is towed or otherwise removed from private property within the City at the request of a private property owner or the City's Police Department to remove a wrecked or disabled vehicle from an accident scene, it shall be unlawful for any person to charge or file a lien to collect any type of fee other than fees set forth herein for which the City Council has set specific rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

(1) Towing Charges:

a. CLASS A wrecker:

   (i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m. .......$87.50

      If "dolly" required, an additional $20.00

   (ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. ......$97.50

      If "dolly" required, an additional $20.00

b. CLASS B wrecker:

   (i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m. ......$115.00

   (ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. ......$125.00

c. CLASS C wrecker: ......$220.00

Panama City Beach, Florida, Code of Ordinances
(2) **Storage Charges:**

a. **CLASS A wrecker:**
   - First six (6) hours .... No Charge

b. After six (6) hours, per twenty-four (24) hour period or fraction thereof:
   - Outside .... $15.00
   - Inside .... $20.00

c. **CLASS B wrecker:**
   - First six (6) hours .... No Charge
   - After six (6) hours, per twenty-four (24) hour period or fraction thereof .... $20.00

d. **CLASS C wrecker:**
   - First six (6) hours .... No Charge
   - After six (6) hours, per twenty-four (24) hour period or fraction thereof .... $30.00

(3) **Administrative Charges:** A maximum of thirty dollars ($30.00) may be charged to the owner of a vehicle towed and subsequently stored for more than twenty-four hours, for the costs of preparing, filing or mailing of any forms or notices required by law.

(4) **Mileage Rate:** Per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:

a. **CLASS A wrecker:** ..... $3.00

b. **CLASS B wrecker:** ..... $4.00

c. **CLASS C wrecker:** ..... $4.00

(5) **Hourly Rate:** For waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first thirty (30) minutes of working or waiting time for which there shall be no charge imposed:

a. **CLASS A wrecker:**
   - Per hour .... $78.00
   - Per ¼ hour .... $19.50

b. **CLASS B wrecker:**
   - Per hour .... $80.00
   - Per ¼ hour/$20.00

c. **CLASS C wrecker:**
   - Per hour .... $175.00
   - Per ¼ hour .... $43.75

Panama City Beach, Florida, Code of Ordinances
Sec. 22-72. - Penalty.

Each individual act of towing or otherwise removing a vehicle or causing a vehicle to be towed or removed in violation of this article shall constitute a separate offense punishable pursuant to section 1-12 of the Panama City Beach Code.

Ord. No. 364, § 1, 6-31-90; Ord. No. 395, § 1, 6-11-92

Cross reference— Licenses and license taxes, Ch. 14.

Secs. 22-73—22-99. - Reserved.
EXHIBIT 3
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY
   a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

   b. The County or City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County or the City.

   c. The Contractor acknowledges that the use, or threat of use of weapons or firearms is not permitted on County or City property, provided however that employees of the Contractor and its subcontractors may keep legal firearms locked inside or locked to a private motor vehicle when such firearm is kept for lawful purposes.

2. DRUG FREE WORK PLACE REQUIREMENTS
   Contractors, and subcontractors, and the employees of such Contractors and subcontractors shall be subject to the Substance Abuse Policy of the Bay County Board of Commissioners. (A copy of this Policy may be obtained from the Purchasing Director). In the event of an employee of a Contractor or subcontractor is found to have violated the Substance Abuse Policy, that employee will be denied access to the County’s premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the Contractor or subcontractor to cure the violation the County may exercise its right to bar all of the Contractor’s and subcontractor’s, employees from the County’s premises and job sites, or decline to do business with the Contractor or subcontractor in the future. All expenses and penalties incurred by a Contractor or subcontractor as a result of a violation of the County’s Substance Abuse Policy shall be borne by the Contractor or subcontractor.

3. INSURANCE - BASIC COVERAGES REQUIRED
   a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County and the City, on policies and with insurers acceptable to the County and the City. These insurance requirements shall not limit the liability of the Contractor. The County and the City do not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities, but are merely the minimum required.

   b. The Contractor’s deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County or the City. They shall be reduced or eliminated at the option of the County or the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
c. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and Insurance of the County or the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Duty to Pay Defense Costs and Expenses, Insurance, Certificates of Insurance, and any Additional Insurance provisions of the Contract.

d. WORKERS' COMPENSATION COVERAGE
The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least $500,000 each accident and $500,000 each employee/$500,000 policy limit for disease. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County and the City an Affidavit stating that they meet all the requirements of Florida Statute 440.02(14)(d).

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE
The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE
Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent Contractors, contractual liability covering this Contract, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. BUSINESS AUTO LIABILITY COVERAGE
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

j. EXCESS OR UMBRELLA LIABILITY COVERAGE
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

k. CERTIFICATES OF INSURANCE
1. Required insurance shall be documented in Certificates of Insurance which provide that the County and the City shall be notified at least 30 days
in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401 and to the CITY OF PANAMA CITY BEACH, Attn: Mario Gisbert, City Manager, City Hall, 110 S. Arnold Road, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to these addresses. Each Certificate will address the service being rendered to the County or the City by the Contractor. The County and the City shall be named as an Additional Insured for both General Liability and Business Auto Liability.

2. New Certificates of Insurance are to be provided to the County and the City at least 15 days after coverage renewals.

3. If requested by the County or the City, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County or the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

I. RECEIPT OF INSUFFICIENT CERTIFICATES
Receipt of certificates or other documentation of insurance or policies or copies of policies by the County or the City, or by any of their representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE
If checked below, the County requires the following additional types of insurance. The County and the City shall be named as an Additional Insured on the following required policies of liability insurance.

☐ Professional Liability/Malpractice/Errors or Omissions Coverage
The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of N/A per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.
Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit
(or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this Contract or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to Contractor that coverage already applies to this Contract, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor’s insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor’s Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor’s liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo Insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all Contractors and Sub-Contractors. The insurance is to be endorsed to grant permission to occupy.
Installation Floater Coverage
Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage
If the Installation Floater Insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation Insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage
Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The Contractor may declare self-insurance for Contractor equipment.

Fidelity/Dishonesty
Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.
*Not required if this coverage is included in "On-hook/Cargo Coverage" or elsewhere in the policy and shown on the Certificate of Insurance.

Fidelity/Dishonesty/Liability Coverage for County
Fidelity/Dishonesty/Liability Insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Garage Liability Coverage
Garage Liability insurance is to be purchased to provide protection against claims that may arise from the daily operations or services provided by the Contractor and its employees.
- **Garage Keepers Coverage (Direct Excess or Direct Primary)**
  Garage Keepers Liability insurance is to be purchased to cover damage or other losses, including comprehensive and collision risks, for vehicles of others while in the care, custody, and control of the Contractor. Direct Excess provides legal liability coverage, but also will pay for damages that were not your fault if there is no other coverage on the car. Direct Primary provides that your policy pays for damage to the car regardless of fault even if there is other insurance on the car. Minimum coverage allowable is Direct Excess.

- **On Hook/Cargo Coverage**
  This covers exposures that involve property and merchandise of others while in transit, such as a vehicle in tow and its contents.

- **Damage to Premises Rented/Leased to you- (Legal Liability Form)**
  Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

- **Watercraft Liability Coverage**
  Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.
  Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

- **Aircraft Liability Coverage**
  Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.
  The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

- **Pollution Legal Liability Coverage**
  N/A
  Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this Contract or contract.

- **United States Longshoremen and Harbor workers Act Coverage**
  The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this Contract or contract.
Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this Contract or contract.
# Certificate of Liability Insurance

**Certificate Number:**

**Certificate Holder:**

**Producers:**

**Insurers:**

**Coverages:**

**Dates:**

**Revisions:**

**Limitations:**

**Purpose:**

**Acknowledgment:**

**Signatures:**

**ACORD 25 (2009/09)**

The ACORD name and logo are registered marks of ACORD.

**Page 1 of 4**

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**Certificate of Liability Insurance**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:**

Chase Insurance Agency Inc
P.O. Box 1797
Plantation, FL 33318-7497
Nick Chace

**Phone:** 954-792-4300
**Fax:** 954-791-3344

**Insured:**

Gulf County Wrecker Service
Whites Wrecker Service LLC dba P.O. Box 621
Wewahitchka, FL 32465

**Insurer A:** Nova Casualty Co
**Insurer B:** CNA Surety

**NAIC #:** 42652

**Coverages:**

**Certificate Number:**

**Revision Number:**

**TIP-CLASSIFICATION:**

**Policy Number:**

**Limit:**

**General Liability**

**Commercial General Liability**

**Claims-made:**

**Optional Limit:**

**Automobile Liability**

**Any Auto**

**Scheduled Auto**

**Non-Owned Auto**

**Umbrella Liability**

**Excess Liab.**

**Debtor's**

**Retention**

**Workers' Compensation**

**Unemployment Liability**

**Any Proprietor/Partner/Executive Officer/Non-Insured Limit**

**Description of Operations below**

**Certificate Holder:**

Bay County Board of Commissioners
840 West 11th Street
Panama City, FL 32401

**Authorized Representative:**

**Consent:**

AGENDA ITEM #

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The Contractor agrees to defend, indemnify and hold the COUNTY harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the contract unless such claims are a result of the COUNTY’s sole negligence. Nothing herein shall waive or modify the sovereign immunity of the County.
**VEHICLE SCHEDULE**

**Insured:** Gulf County Wrecker Service  
**Policy Term:** 09/15/12 To 09/15/13

### Vehicle Information

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Chase Insurance Agency Inc
P. O. Box 17457
Plantation, FL 33318-7497
RICK CHASE

Phone: 954-792-4300
Fax: 954-791-8344

INSURED
Gulf County Wrecker Service
White's Wrecker Service LLC dba
P.O. Box 621
Wewahitchka, FL 32465

INSURER(S) AFFORDING COVERAGE: Nova Casualty Co 42532

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<td>A</td>
<td>ON-HOOK &amp; CARGO</td>
<td>X</td>
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<td>$100,000 DED</td>
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</table>

DESCRIPTION OF OPERATIONS/Locations/Vehicles: All referenced herein. The certificate holder (and all insureds) shall provide their full and true name and address as it appears on the policy. For additional information, please contact your agent or the person named below.

CERTIFICATE HOLDER
CITYPO4
City of Panama City Beach
Attn: Mario Gisbert
City Manager
110 S. Arnold Road
Panama City Beach, FL 32413

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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ACORD 25 (2009/09)

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JAN-26-2009 12:15 From: ID: Page:001 R=93%
### VEHICLE SCHEDULE

**Insured:** Gulf County Wrecker Service  
**Policy Term:** 09/15/12 To 09/15/13

#### Vehicle Information

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JAN-25-2009 12:16 From: ID: Page:002 R=93% CONSENT AGENDA ITEM # 3
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</table>
White's Wrecker Service, LLC
DBA Gulf County Wrecker Service
8705 Front Beach Road
Panama City Beach, FL 32408
850-215-8695

January 28, 2013

Attention:
Bay County Board of Commissioners
840 W. 11th Street
Panama City, FL 32401

In reference to Contractor's Insurance, White's Wrecker Service, LLC DBA Gulf County Wrecker Service is self-insured. Bay County Board of Commissioners and City of Panama City Beach will not be held liable for any incidents that may occur.

Sincerely,

Richard White
Owner
White's Wrecker Service, LLC
DBA Gulf County Wrecker Service
8705 Front Beach Road
Panama City Beach, FL 32408
850-215-8695

January 28, 2013

Attention:

City of Panama City Beach
Attn: Mario Glisbert / City Manager
City Hall
110 S. Arnold Road
Panama City Beach, FL 32413

In reference to Contractor's Insurance, White's Wrecker Service, LLC DBA Gulf County Wrecker Service is self-insured. Bay County Board of Commissioners and City of Panama City Beach will not be held liable for any incidents that may occur.

Sincerely,

[Signature]
Richard White
Owner
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliance Insurance Solutions, LLC
6407 Parkland Dr
Sarasota, FL 34243

CONTACT NAME: Joe Ott
PHONE (Inc/Ext): 941-925-2990
FAX (Inc/Ext): 941-925-2990
E-MAIL ADDRESS: Ott@progressiveemployer.com
INSURER AFFORDING COVERAGE: SUNZ Insurance Company

INSURED
Progressive Employer Management Company, Inc.
29 N Pinellas Avenue
Tarpon Springs FL 34689

INSURER 1: Aspen Re - London - Best Rating "A"
INSURER 2: Catlin Syndicate - Lloyd's - Best Rating "A"
INSURER 3: Bell Syndicate - Lloyd's - Best Rating "A"
INSURER 4: Bell Syndicate - Lloyd's - Best Rating "A"

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>DESCRIPTION</th>
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<td>11/1/2013</td>
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Excluded

E.L. EACH OCCURRENCE $500,000
E.L. EACH ACCIDENT $1,000,000
E.L. EACH EMPLOYEE $1,000,000
E.L. DISEASE - EMPLOYEE $1,000,000
E.L. DISEASE - POLICY LIMIT $1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Coverage provided for all leased employees but not subcontractors of: Gulf County Wrecker Service
Client Effective: 1/1/2012

CERTIFICATE HOLDER

081247
Bay County Board Of Commissioners
840 W 11th St.
Panama City Fl 32401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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CONSENT
AGENDA ITEM # 3
CERTIFICATE OF LIABILITY INSURANCE

DATE: 12/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Alliance Insurance Solutions, LLC
ID: (Pemco)
c/o Progressive Employer Management Company, Inc.
6407 Parkland Dr
Sarasota, FL 34243

CONTACT NAME: Joe Oh
PHONE: 941-925-2980
FAX: 941-925-2980
E-MAIL ADDRESS: joh@progressiveemployer.com
INSURED(S) AFFORDING COVERAGE
INSURED A: SUNZ Insurance Company
34762

INSURED:
Progressive Employer Management Company, Inc.
Progressive Employer Management Company II, Inc.
29 N Pinellas Avenue
Tarpon Springs FL 34689

INSURED B: Aspam Ro - London - Best Rating "A"
INSURED C: Caill Syndicate - Lloyd's - Best Rating "A"
INSURED D: Brit Syndicate - Lloyd's - Best Rating "A"
INSURED E: 
INSURED F:

COVERAGES

CERTIFICATE NUMBER: 15333989

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
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<th>TYPE OF INSURANCE</th>
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<td>WORKERS COMPENSATION</td>
<td>11/1/2012 - 11/1/2013</td>
<td>E.L. DISEASE - 6A EMPLOYEE</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (Attach ACORD 161, Additional Risky Schedule, if more space is required)

Coverage Provided for all leased employees but not subcontractors of: Gulf County Wrecker Service
Client Effective: 1/1/2012

CERTIFICATE HOLDER

081247
City Of Panama City Beach
Att: Mario Giaberti, City Manager
City Hall
160 S Arnold Road
Panama City Beach FL 32413

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J DiStefano

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CONSENT AGENDA ITEM # 3
CONSENT AGENDA
ITEM #4,

RESOLUTION 15-35
RESOLUTION 15-35

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 Motorola Solutions, relating to the purchase of eight police radios, in the basic amount of Twenty-Two Thousand Eight Hundred Seventy-Three Dollars and Sixty-Seven Cents ($22,873.67) to be paid from Impact Fees, 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 11 day of December, 2014.

CITY OF PANAMA CITY BEACH

By: ______________________________________
    Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk
To:      Mario Gisbert, City Manager

From:    Drew R. Whitman, Chief of Police

Date:    December 4, 2014

Topic:   City Council Consent Agenda Item – Police Radios

I would like to respectfully request the following item be placed on the consent agenda for the upcoming City Council meeting on Thursday, December 11, for their consideration:

I would like the approval of the City Council to purchase four (4) portable police radios and four (4) mobile police radios. We advertised bids for the radios and received four bids please see attached documentation. I would recommend we approve the bid from Motorola (First Communications), out of Tallahassee Fl. There was one lower bid, but their system is non-compliant with our current system. The total amount for all eight (8) police radios will be $22,873.67. Six of these radios will be paid out of the Police Impact Fees.

Thank you for your time and consideration in this request.

Respectfully,

Drew R. Whitman
Chief of Police

cc:      City Council members
         Jo Smith
         Holly White
December 3, 2014

Chief Drew Whitman

RE: Radio Bid Summary

Chief,

At about 12:20 p.m. this date we opened the sealed bids for the radios which were to be submitted before 12:00 p.m. this date. We received 4 sealed bids from 4 different companies. The results are as follows;

Relm Wireless Corporation $20,878.48 (non-compliant)
71000 Technology Drive
Melbourne, FL 32904

EF Johnson $24,618.60 (compliant)
C/o Kyle Kaiser
1140 Corporate Drive
Irving, TX 75038

Motorola (First Communications) $22,873.67 (compliant)
C/o Debbie Smith
234 Blountstown Hwy
Tallahassee, FL 32304
Communications International  $37,254.96  (compliant)
C/o Melissa Cavallo
4450 US Highway 1
Vero Beach, FL 32967

Relm Wireless came in as the lowest bid however I had questions whether this equipment was compliant with our trunking system. I contacted the company and spoke with a representative and it was determined the equipment was non-compliant and should be removed from consideration.

Communications International does have compliant equipment however, was the highest bidder and should be removed from consideration.

This leaves us with two compliant companies one being EF Johnson (C/o Kyle Kaiser) out of Irving, Texas and Motorola (C/o Debbie Smith) out of Tallahassee, Florida. As stated both have compliant equipment which will work with our current trunking system. Given the fact we currently have Motorola products and the fact they have submitted the lowest bid by a difference of $1,744.93, I recommend purchasing The Motorola equipment for the total of $22,873.67.

[Signature]
Captain Wayne Maddox
Patrol Division Commander

"Dedicated to Excellence"
Bid Notice for Police Radios

The City of Panama City Beach hereby solicits sealed bids for the following equipment:

Four (4) - Motorola APX6000Li H98UCF9PW6 N 700/800 Model 2.5 "portable" radios or EFJohnson Viking-VP6U0 Model II #242577B753I8 "portable" radios (for police use) with the following requirements:

- Any and all P25 trunking needs
- Charger
- Software
- External lapel microphone
- Backlight
- Rugged water resistant / immersion housing
- Programming fees
- Extra battery
- 3 year extended Warranty

Four (4) – Motorola (#M22URS9PW1AN APX4500) 700/800 Single Band Mobile or EFJohnson Viking VM600 #242567G20ABBA28 700/800 MHz “mobile” (in-car) radios (for police use) with the following requirements:

- Any and all P25 trunking needs
- Software
- Dash mount control head
- Antenna
- Speaker
- Programming fees
- Installation charges
- 3 year extended warranty

Bids must be sealed and will be received until 12:00 p.m. (noon) Central Time, December 3rd, 2014 at the City of Panama Beach Police Department, Attn: Captain Wayne Maddox, 17110 Firenzo Avenue, Panama City Beach, Florida, 32413 and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any formality in bids received. The City also reserves the right to award a portion or combination of bid items to one or more than one bidder. All bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All bids shall be firm and for a period of 6 months after opening.

Website Posting: 11/13/14

###
Bid Notice for Police Radios

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- Charger
- Software
- External lapel microphone
- Backlight
- Rugged water resistant / immersion housing
- Programming fees
- Extra battery
- 3 year extended Warranty

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- Software
- Dash mount control head
- Antenna
- Speaker
- Programming fees
- Installation charges
- 3 year extended warranty

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Website Posting: 11/13/14

$22,873.67

###

Programming and Installation Performed by First Communications-Panama City
If awarded bid, purchase order should reflect Motorola Solutions as vendor.
### APX8000LI 700/800 MODEL 2.5 PORTABLE - ANALOG & P25 TRUNKING

<table>
<thead>
<tr>
<th>MODEL #</th>
<th>DESCRIPTION</th>
<th>QTY</th>
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<tbody>
<tr>
<td>1</td>
<td>H88UC9FMPW6N</td>
<td>APX6000 700/800 MODEL 2.5 PORTABLE</td>
</tr>
<tr>
<td>1a</td>
<td>QA02766</td>
<td>ADD: 3600 OR 9000 TRUNKING</td>
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<tr>
<td>1b</td>
<td>QA01749</td>
<td>ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY</td>
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<tr>
<td>1c</td>
<td>H112</td>
<td>DEL: DELETE STANDARD ANTENNA</td>
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<tr>
<td>1d</td>
<td>H885</td>
<td>2 YR RSA (3 YR WARRANTY COVERAGE)</td>
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<td>2</td>
<td>WPLN7080</td>
<td>CHARGER</td>
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<td>3</td>
<td>PMMN4403</td>
<td>LION IMPRES 2150MAH IP67 BATT (SPARE BATTERY)</td>
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<td>4</td>
<td>PMMN4000</td>
<td>PUBLIC SAFETY MIC 24 IN</td>
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<td>PMAF4002</td>
<td>APX PSM 700/800MHZ ANTENNA</td>
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### APX4500 Mobile Radio - SOF CONTRACT

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<tr>
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<td>APX4500 7600</td>
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<td>ENH: 3600 OR 9600 BAUD SIN SYSTEM</td>
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<td>1b</td>
<td>G65</td>
<td>ADD: DASH MOUNT</td>
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<td>1c</td>
<td>QA01749AB</td>
<td>ADD: ADVANCED SYSTEM KEY - SOFTWARE</td>
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<td>1d</td>
<td>W22</td>
<td>ADD: PALM MICROPHONE</td>
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<td>1e</td>
<td>W432</td>
<td>ADD: AUXILIARY SPKR 13W</td>
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<td>1f</td>
<td>G174</td>
<td>ADD: ANTENNA 3DB LOW PROFILE</td>
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<tr>
<td>1g</td>
<td>GA00804</td>
<td>ADD: APX02 CONTROL HEAD</td>
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<tr>
<td>1h</td>
<td>G444</td>
<td>ADD: CONTROL HEAD SOFTWARE</td>
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<td>1i</td>
<td>G24</td>
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<td>2</td>
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<td>PROGRAMMING</td>
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<td>3</td>
<td>SERVICE</td>
<td>STANDARD DASH MOUNT INSTALL</td>
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TOTAL $22,873.67
# Commercial Details

**Quote Information**

- **Quote Number:** 01020909
- **Date of Quote:** 12/01/14
- **Expiration Date:** 12/31/14

**Customer**

Captain Wayne Maddox  
City of Panama Beach Police Department  
17110 Pirenzo Avenue  
Panama City Beach, FL 32413

<table>
<thead>
<tr>
<th>ID</th>
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<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>1</td>
<td>KNG-P800 Port, Digital, 700/800, 3W, 2048Ch, 764-870MHz</td>
<td>4</td>
<td>$1,199.00</td>
<td>$4,796.00</td>
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<td>2</td>
<td>KAA0825 Ant, UHF, 764-870 MHz, SMA, KNG-800</td>
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<td>$18.15</td>
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<td>3</td>
<td>KAA0100 Battery Pack, Li-Ion, 1950mAh, Standard</td>
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<td>$88.00</td>
<td>$704.00</td>
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<td>4</td>
<td>KAA0300P KNG, Port, Desktop Batt. Charger_Bd</td>
<td>4</td>
<td>$55.00</td>
<td>$220.00</td>
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<td>5</td>
<td>LFWO012 Standard Warranty 24 mo, 12 mo-extended, Total 36 mo</td>
<td>4</td>
<td>$143.00</td>
<td>$572.00</td>
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<tr>
<td>6</td>
<td>KZA0570 Factory Install, OTAR Trunking &amp; Conv., KNG Pxxx</td>
<td>4</td>
<td>$100.00</td>
<td>$400.00</td>
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<tr>
<td>7</td>
<td>KZA0577 Factory Install, DES &amp; AES Encrypt, KNG</td>
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<td>$100.00</td>
<td>$400.00</td>
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<td>8</td>
<td>KZA0579 Trunking, P25, 9600 Baud, KNG-Pxxx</td>
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<td>9</td>
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<td>$137.50</td>
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<tr>
<td>11</td>
<td>KAA0200 Mic, Speaker, Ruggedized, 2.5mm Jack, KNG</td>
<td>4</td>
<td>$88.00</td>
<td>$352.00</td>
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Relm Wireless Corporation  
7100 Technology Drive  
Melbourne, FL 32904  
(800) 821-2900

CONSENT  
AGENDA ITEM #
<table>
<thead>
<tr>
<th>Special Instructions</th>
<th></th>
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<tbody>
<tr>
<td>Portable Radio Pricing</td>
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## Commercial Details

### Quote Information

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<th>Product</th>
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</table>
| 1  | KNG-M800  
Mobile, Digital, UHF, 763-870 MHz, 2048 Ch, 30/35 W                | 4   | $1,799.00  | $7,196.00   |
| 2  | MWV800  
Mobile Antenna, 3 dB, 763-870 MHz                                  | 4   | $63.00     | $252.00     |
| 3  | 1201-30996-600  
Magnetic Mount Base 17FT Cable                                      | 4   | $38.97     | $155.88     |
| 4  | KZA0569  
Fctry Install, Trunking, P25, 9600 Baud, KNG-Mxxx                  | 4   | $100.00    | $400.00     |
| 5  | KZA0576  
Fctry Install, DES and AES Encryption, KNG-M Series                | 4   | $100.00    | $400.00     |
| 6  | KZA0580  
Fctry Install, OTAR, KNG-Mxxx                                      | 4   | $100.00    | $400.00     |
| 7  | KZA0592  
Factory Install, OTAP, Trunking, KNG-Mxxx                          | 4   | $100.00    | $400.00     |
| 8  | KZA0594  
Factory Install, TDMA, KNG-M                                      | 4   | $100.00    | $400.00     |
| 9  | KAA0276  
Microphone, Standard, Mobile, KNG-MXXX                              | 4   | $209.00    | $836.00     |
| 10 | INSTCHG  
Fee, Installation Charge                                            | 4   | $250.00    | $1,000.00   |
| 11 | LFW0012  
Standard Warranty 24 mo, 12mo-extended, Total 36 mo               | 4   | $143.00    | $572.00     |

### Customer

| Captain Wayne Maddox  
City of Panama Beach Police Department  
17110 Firenzo Avenue  
Panama City Beach, FL 32413 |

---

Relm Wireless Corporation  
7100 Technology Drive  
Melbourne, FL 32904  
(800) 821 – 2900

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AGENDA ITEM #
# Commercial Details

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<td>5</td>
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<td>$88.00</td>
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</tr>
</tbody>
</table>

### Customer

Captain Wayne Maddox  
City of Panama Beach Police Department  
17110 Firenzo Avenue  
Panama City Beach, FL 32413
RELM Wireless Corporation

Special Instructions
Portable Radio Pricing

Total: $8,866.60
City of Panama Beach Police Department  
Attn: Captain Wayne Maddox  
17110 Firenzo Avenue  
Panama City Beach Police Department  

Re: Bid Notice for Police Radios

Communications International, Inc. “Ci” is pleased to submit our response to the City of Panama Beach Police Department for EFJohnson Radios.

With nearly 40 years as a sales and service provider, Ci specializes in Land Mobile Radio Communications (LMR) for the public safety and private sectors alike. Our technical expertise qualifies Ci to design, implement, and maintain our customers’ entire communications systems from dispatch and system maintenance to the end use terminal gear. We currently serve customers utilizing various manufacturers to include but not limited to Vertex, Harris, EF Johnson, ICOM, Kenwood and Midland radios.

Ci has carefully examined the bid notice presented by the Panama Beach Police Department and hereby accepts the conditions requested.

Please contact me at 772-584-2195 or mcavallo@ask4ci.com to answer any questions. On behalf of our entire company, I thank you for the opportunity to present this solution.

Sincerely,

Melissa Cavallo  
Sales Account Manager
## Customer:
Panama City Beach Police Department  
Attn: Captain Wayne Maddox  
17110 Firence Ave.  
Panama City Beach, FL 32413

---

### Quote

**Date:** December 3, 2014  
**Valid Until:** June 3, 2014  
**Quote #:** EAC214320  
**Customer ID:**

### Quote/Project Description

Bid Notice for Police Radios

### Presented by:

Melissa Cavallo

---

### Itemized List

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Model</th>
<th>Description</th>
<th>Unit Sale</th>
<th>Extended Sale</th>
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<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>Viking VP600</td>
<td>VP600 M2 7/800 IM6 7800HALF LION BLK P25CAI TDMA</td>
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<td>$15,576.00</td>
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<td>Viking VM699</td>
<td>VM600 7/800 DM STDC PAMMIC DASH P25CAI P2ST.SNT</td>
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### Special Notes and Instructions


---

### Options


---

Total: $7,743.00  
Extended Total: $37,254.96

---

Quote subject to CI standard terms and conditions.  
Submit Purchase Order to:  
Communications International  
4450 US Highway 1  
Vero Beach, FL 32967  
www.askdci.com

---

Quoted accepted:

**Signature:**  
**Date:**

**Print Name:**  
**Title:**

---

Company Confidential

---

CONSENT  
AGENDA ITEM #
# EFJohnson Quote 19678
Panama City Beach Police Department Radio Order

**Billing**
Panama City Beach Police Department  
17110 Fenno Street  
Panama City Beach, FL 32413-212 USA

**Shipping**
One-Time Ship To Address  
17110 Fenno Street  
Panama City Beach, FL 32413 USA

**Contact**
Captain Richard McClanahan  
rmcclanahan@beachpolice.org  
8502335010

Ship Via BEST WAY

Prepared for on 10/20/2014. Valid 90 days subject to acceptance by EFJohnson.

---

**Prepared By**
Kyle Keller  
1440 Corporate Drive  
Irving, TX 75038 US  
keller@efi.com  
(214) 302-1226

---

## Item List

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<tr>
<td><strong>Frequency</strong></td>
<td>700/800 MHz, 62-870 MHz</td>
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<td><strong>Model Options</strong></td>
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<tr>
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<td>P25 Conventional (included)</td>
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<tr>
<td><strong>Mount</strong></td>
<td>Dash-Mount</td>
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<tr>
<td><strong>Control Head Type</strong></td>
<td>Lightning Control Head</td>
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<tr>
<td><strong>Control Head</strong></td>
<td>Dash-Mount Control Head (w/ palm mic)</td>
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<tr>
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<td>Single-Key DES-OFB</td>
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<tr>
<td><strong>Model</strong></td>
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<tr>
<td><strong>Frequency</strong></td>
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<td><strong>Control Head Type</strong></td>
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<tr>
<td><strong>Encryption</strong></td>
<td>Single-Key DES-OFB</td>
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CONSENT  
AGENDA ITEM #
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<th>Description</th>
<th>Quantity</th>
<th>Each</th>
<th>Total</th>
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**Subtotal**: $24,618.60

Submission of this quotation is preliminary and is subject to review and acceptance by E.F. Johnson Company ("EFJohnson"). Acceptance by EFJohnson shall be granted only by issuance of a sales order acknowledgement form by the EFJohnson Order Management Group. All orders accepted by EFJohnson shall be governed by the terms and conditions of the dealer agreement by and between dealer and EFJohnson or EFJohnson's standard by and between the end user customer and EFJohnson, whichever is applicable.
CONSENT AGENDA
ITEM #5,

RESOLUTION 15-36
RESOLUTION 15-36

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order #4 to the Master Services Agreement between the City and Tetra Tech, Inc. for major wastewater engineering services dated December 29, 2013, relating to hydrologic and environmental monitoring of the Conservation Park wetlands, in the basic amount of Ninety Two Thousand Three Hundred Eighty Nine Dollars ($92,389), in substantially the terms set forth in the Scope of Services attached and presented to the Council today, draft dated December 1, 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 J. White, City Clerk
Memorandum

To:         Mario Gisbert
CC:         Paul Casto, Holly White
From:       Al Shortt
Date:       December 4, 2014
Subject:    Conservation Park Biological Monitoring Task Order

The City Wastewater Treatment Plant on Gulf Boulevard ceased all discharges of treated effluent to West Bay on May 28, 2011 when the new 2,900 acre receiving wetland project (Conservation Park) became operational. The City’s wastewater treatment facility permit with the Florida Department of Environmental Protection (FDEP) now requires extensive quarterly hydrologic and environmental monitoring of the wetland site in addition to the routine water quality sampling performed by City staff. This monitoring effort provides the City, and FDEP, information needed to evaluate any long term changes that may occur to the wetland ecosystem. Staff requested and has received a proposed task order number 4 for work under the existing Master Services Agreement (MSA) with the City’s wetland engineering consultant, Tetra Tech, Inc., to perform certain monitoring and reporting tasks required for next year that are outside of staff’s capabilities. A copy is attached for your review as Attachment A to the MSA, along with a proposed Notice To Proceed form, Exhibit B. Fees in the task order $92,389 to complete activities required during calendar year 2015. Monitoring quarter number two requires the most man-hours as it includes preparation of the required “Annual Wetlands Monitoring Summary Report” for submission to FDEP.

Staff recommends approval of this task order and sufficient funds have been included in this fiscal year Wastewater System budget for the work effort.
ATTACHMENT A – SCOPE OF SERVICES UNDER MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND TETRA TECH, INC., RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES DATED DECEMBER 29, 2013

CONSULTANT

Name: Tetra Tech, Inc.
Street Address: 61 St. Joseph Street, Suite 550
City, State, Zip: Mobile, Alabama 36602
Contact Person: Michael B. Bomar, P.E.
Telephone: 850.240.0436
Fax:
E-Mail: michael.bomar@tetratech.com

CLIENT

Name: City of Panama City Beach, Florida
Street Address: 110 South Arnold Road
City, State, Zip: Panama City Beach, Florida 32413
Contact Person: Al Shortt, P.E.
Telephone: 850.233.5054
Fax: 850.233.5116
E-Mail: ashortt@pcbgov.com

Date Work Order Prepared: December 1, 2014

Project Identification: Name: Conservation Park Biological Monitoring – FY 15
Tt Project No: Location: Panama City Beach, Florida

SCOPE OF WORK

Consultant shall provide biological monitoring and reporting services as required by the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) for the Client’s 3,000 acre Conservation Park (Park) for fiscal year 2015. The Park is the permitted receiving wetland for the Client’s reclaimed water. The intent of this scope of work is to assist the Client in meeting the conditions of FDEP and USACE permits for the receiving wetland use of the Park. This scope is intended to address specific conditions in FDEP Wetland Permit 03-231981-003-DF, FDEP Wastewater Permit FL0021512, and USACE Permit SAJ-2006-1857 (IP-DEE). The work shall cover four sampling events – Quarters 1-4 in 2015, Semi-Annual Monitoring, and Annual Reporting.

Conduct 2015 Wetland Quarterly Monitoring, Sampling, and Reporting:

Task 1. Conduct Quarterly USACE Monitoring and Reporting, as well as Quarterly FDEP Monitoring:

Consultant shall conduct the quarterly monitoring field activities and subsequent preparation of reports based on such field activities required by the USACE and the FDEP. This will include the belt transects for herbaceous vegetation, belt transects for woody vegetation, threatened and endangered (T&E) species transects, and fish sampling stations. The required monitoring and reporting at the fourteen Discharge Distribution Sites will also be performed by the Consultant.

Information collected and prepared by the Consultant will be provided in tabular format to the Client for the Client’s submission to the FDEP with other quarterly monitoring information prepared by others. The Consultant shall provide this information to the Client on or before the agreed upon dates identified by the Client.

Consultant shall also prepare a Draft “2015 Annual Wetlands Monitoring Summary Report” for the Client’s review that satisfies the permit conditions in the referenced permit. The Consultant will provide three copies of the Draft Report to the Client for review and comment. Upon receiving the Client’s comments and reviewing the comments with the Client, the Consultant shall prepare the required number of copies of a Final “2015 Annual Wetlands Monitoring Summary Report” and submit on the Client’s behalf to the FDEP by the required date.

The Consultant shall process the quarterly transect monitoring data for incorporation into the USACE 2015 Annual Monitoring Report to include wetland mitigation area semi-annual monitoring data/reporting as outlined in Task II below.
The following itemized breakdown summarizes the Consultant’s work for the USACE and FDEP quarterly monitoring and reporting:

A. Per conditions of FDEP Wastewater Permit (FL0021512, as revised on December 5, 2013)
   1. Monitoring of 4 previously established belt transects for herbaceous vegetation (quarterly)
   2. Monitoring of 4 previously established belt transects for woody vegetation (annually in Quarter 3)
   3. Monitoring of 4 1000-foot T&E transects (annually in Quarter 3)
   4. Monitoring of 4 fish sampling stations (annually in Quarter 2 or 3, depending upon conditions)
   5. Draft and submit Quarterly “DMR” data tables to the Client (per schedule provided by Kevin Acclin)
   6. Draft the “2015 Annual Wetlands Monitoring Summary Report”, per permit conditions I.E.1-8, for submittal to Client by June 1, 2015, for review and comment. The final report is due to the FDEP by June 28, 2015.

B. Per conditions of USACE Permit SJA 2006-1857 (IP-DEB)
   1. Monitoring of 8 previously established 50m transects at Discharge Distributions Sites (quarterly)
   2. Process (quarterly) the 50m transect monitoring data for Incorporation Into USACE Annual Monitoring Report (due within 60 days of completion of Quarter 4 monitoring event, and to include wetland mitigation area semi-annual monitoring data/reporting as outlined in Task II below)

Task II. Conduct Semi-Annual Monitoring and Annual Reporting for the Wetland Mitigation Area (269 acres, three 50m transects and Walk Paths):

Consultant will perform semi-annual monitoring and annual reporting services related to the Client’s wetland mitigation area. The wetland mitigation area includes 269 acres within the Park which the Client is required to perform monitoring services that include slash pine tree thinning and prescribed burning. There are three 50 meter long transects where specific monitoring is required on a semi-annual basis and walking paths that require monitoring on an annual basis. The three 50 meter transects were previously permitted and accepted by the FDEP and USACE that the Consultant will monitor and the walking paths are constructed walking paths.

Consultant shall also prepare a Draft 2015 Annual Monitoring Report covering the conditions required by the USACE and a Draft 2015 Annual Monitoring Report covering the FDEP’s permit conditions. Both Draft 2015 Annual Monitoring Reports will be provided to the Client for review and comment prior to submitting to either regulatory agency.

The following itemized breakdown summarizes the Consultant’s work for the monitoring and reporting related to the 269 acre wetland mitigation area:

A. Per conditions of FDEP Wetland Resource Permit (03-231981-003-DF) and USACE Permit SJA 2006-1857 (IP-DEB)
   1. Monitoring (semi-annual) of 4 previously established 50m transects
   2. Monitoring (annual) of Walk Paths within the wetland mitigation area
   3. Draft 2015 Annual Monitoring Report for submittal to the USACE (due within 60 days of completion of second semi-annual monitoring event)
   4. Draft 2015 Annual Monitoring Report for submittal to the FDEP (due August 31 of each year)

Task III. Conduct Plant Specimen Collection Training

Consultant shall conduct plant specimen collection, plant specimen voucher management, and photo identification assistance for the purpose of updating the Park’s Confirmed Plant Species List (from Conservation Park Management Plan – November 2013 Update forward through December 2015).

Deliverables
- Four FDEP Wetland Quarterly Monitoring Data Tables (to be submitted to the Client, per quarterly submittal schedule provided by the Kevin Acclin via email to M. Bomar and P. Johnson on January 17, 2015)
- One FDEP Annual Wetlands Monitoring Summary Report (due June 28, 2015, to FDEP)
- One USACE Annual Monitoring Report (due within 60 days of completion of second semi-annual monitoring event)
- One FDEP Annual Monitoring Report (due to FDEP by October 31 each year)
Period of Performance – January 1, 2015, to December 31, 2016

Quarterly Breakdown (Tasks by Quarter):

Quarter 1 (January-March)*:
- Task I.A.1
- Task I.A.5
- Task I.B.1
- Task I.B.2
- Task II.A.1
- Task III

Quarter 2 (April-June)*:
- Task I.A.1
- Task I.A.5
- Task I.A.6
- Task I.B.1
- Task I.B.2
- Task III

Quarter 3 (July-September):
- Task I.A.1
- Task I.A.2
- Task I.A.3
- Task I.A.5
- Task I.B.1
- Task I.B.2
- Task II.A.1
- Task II.A.2
- Task II.A.4
- Task III

Quarter 4 (October-December):
- Task I.A.1
- Task I.A.5
- Task I.B.1
- Task I.B.2
- Task II.A.3
- Task III

EXCLUSIONS
If Client wishes Consultant to perform any of the following Additional Services, Client shall instruct Consultant in writing and Consultant shall perform or obtain from others such services for additional fees.
- Groundwater, surface water, soil or vegetative sampling, and laboratory analysis.
- Sampling and reporting for other quarters or semi-annual events outside the noted Period of Performance or other parameters or conditions not included in this scope of work.

SCHEDULE OF WORK (attach sheet if necessary to describe)
Services described under Scope of Work above will begin upon receipt of signed Work Order.
The described scope of services will be performed for the following lump sum fees by task:

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<td>Description</td>
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<td>----------</td>
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</tr>
<tr>
<td>A.1</td>
<td>Monitor belt transects for herbaceous vegetation</td>
</tr>
<tr>
<td>A.2</td>
<td>Monitor belt transects for woody vegetation</td>
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<tr>
<td>A.3</td>
<td>Monitor T&amp;C transects</td>
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<tr>
<td>A.4</td>
<td>Monitor fish sampling stations</td>
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<tr>
<td>A.5</td>
<td>Draft and submit Quarterly Monitoring data tables to City</td>
</tr>
<tr>
<td>A.6</td>
<td>Draft the &quot;2014 Annual Wetlands Monitoring Summary Report&quot; per permit conditions I.E.1-9, for submittal to City for review and comment</td>
</tr>
<tr>
<td>B.1</td>
<td>Monitor 50m transects at Discharge Distribution Sites</td>
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<tr>
<td>B.2</td>
<td>Process 50m transect monitoring data for incorporation into USACE 2014 Annual Monitoring Report</td>
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<tr>
<td>A.1</td>
<td>Monitor 50m transects</td>
</tr>
<tr>
<td>A.2</td>
<td>Monitor Walk Paths within the wetland mitigation area</td>
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<tr>
<td>A.3</td>
<td>Draft 2014 Annual Monitoring Report for submittal to the USACE</td>
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<tr>
<td>A.4</td>
<td>Draft 2014 Annual Monitoring Report for submittal to the FDEP</td>
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</table>
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 4

DATE: December ___, 2014

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

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Conservation Park Biological Monitoring – 2015.

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

X a stipulated sum of $92,389; or

___ a stipulated sum of $____________ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

 Allowance of $________ for ___________________________, and
 Allowance of $________ for ___________________________; or

___ a fee determined on a time-involved basis with a maximum cost of $______________;

Work shall begin on January 1, 2015, and shall be completed within one calendar year. The date of completion of all work is therefore December 31, 2015. Liquidated delay damages, if any, are set at the rate of $0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness: __________________________

____________________________

TETRA TECH, INC.

By: __________________________ Date: ______________

Its:

____________________________

CITY OF PANAMA CITY BEACH, FLA.

By: __________________________ Date: ______________

City Manager

CONSENT
AGENDA ITEM # _______
REGULAR AGENDA
ITEM #1,
ORDINANCE 1317
ORDINANCE NO. 1317

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S SIGN AND LAND DEVELOPMENT CODE TO CLARIFY THAT POLITICAL MESSAGES SHALL BE PERMITTED ON VEHICLE SIGNS TO THE SAME EXTENT AS PERMITTED COMMERCIAL MESSAGES; PROVIDING THAT NON-COMMERCIAL MESSAGES ENTITLED TO BE INTERCHANGED ON COMMERCIAL ON-PREMISES AND COMMERCIAL OFF-PREMISES SIGNS SHALL ALSO BE INTERCHANGEABLE ON VEHICLE SIGNS; 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, Section 5.07.05 of the Land Development Code of the City of Panama City Beach related to General Sign Standards, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

5.07.05 General Sign Standards.
The following general Sign standards shall apply to all Signs within the City. It shall be unlawful for any person to Erect, display, or allow to be Erected or displayed within the City any Signs in violation of any of these standards.

... 

N. Notwithstanding any impression in this Sign Code to the contrary, any Sign Erected or entitled to be Erected pursuant to the provisions of this Sign Code as a Vehicle, Commercial Off-Premises or a Commercial On-Premises Sign may, at the option of the owner or person entitled to control the Copy of such Sign, contain a Non-Commercial Message in lieu of a Commercial Message and Non-Commercial Copy may be substituted at any time in place of Commercial Copy. The Non-Commercial Message (Copy) may occupy the entire Sign Face or any portion thereof. The Sign Face may be changed from Commercial to Non-Commercial Messages and back, or from one Non-Commercial Message to another Non-Commercial Message, as frequently as desired by the owner or person entitled to control the Copy of the Sign, if the Height, size, location, setback and other dimensional criteria contained in this Sign Code are satisfied.

...
SECTION 2. From and after the effective date of this ordinance, Section 5.07.04 of
the Land Development Code of the City of Panama City Beach related to Prohibited Signs,
is amended to read as follows (new text bold and underlined, deleted text struck through):

5.07.04 Prohibited Signs.
It shall be unlawful for any person to Erect, display, or allow to be Erected or displayed within the City
any of the following types of Signs:

L. Vehicle Sign associated with a Vehicle which is parked or placed within one hundred (100) feet of any
Street, which is visible from such Street and which is used primarily for advertising as opposed to
conveyance. In determining whether a parked Vehicle is used primarily for advertising as opposed to
conveyance, the following factors shall be considered: the location of the Vehicle on the Premises and
the visibility of the Vehicle to the passing public, the duration of parking, the time of day and the
activity in the parking lot, the availability of other parking spaces on the Premises and the proximity of
the Vehicle to the Area on the Premises where operable Vehicles are customarily loaded, unloaded or
otherwise carry out their primary purpose of conveyance, and whether the Vehicle is insured, operable,
currently licensed by the state of Florida to travel public highways. This provision is not to be
construed as prohibiting the identification of a firm or its principal products on a Vehicle operated by
that firm during its normal hours of business and which is insured, operable and currently licensed by
the state of Florida to travel public highways, provided that such Vehicle is used primarily for
conveyance. As used in this paragraph, advertising means to direct attention to a Commercial,
industrial, educational, religious, political or not-for-profit occupancy, entity, establishment, commodity,
good, product, service or other Commercial, industrial, educational, religious, political or not-for-profit
activity conducted anywhere (that is, both On-Premises and Off-Premises Signs).

...
within twenty (20) days following receipt of the application and fee, and adopted such an amendment within sixty (60) days following receipt of the application and fee, a rebuttable presumption will be that the City intends to prohibit the Sign. If the Sign is allowed by Permit, no additional fee shall be required.

... 

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

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

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

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

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

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

______________________________
MAYOR

PUBLISHED in _________________ on the ___ day of __________, 2014.
POSTED on pcbgov.com on the ___ day ________, 2014.

__________________________
HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #2,

ORDINANCE 1326
ORDINANCE NO. 1326

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE 2009 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; AMENDING THE CAPITAL IMPROVEMENT ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, the City has prepared the annual update to the Capital Improvement schedule, and desires to amend the Capital Improvement Element of said Comprehensive Plan by ordinance in order to comply with the provisions of Section 163.3177(3)(b), Florida Statues; and

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request, conducted a public hearing on November 10, 2014, and recommended approval; and

WHEREAS, on December 11, 2014, the City Council conducted a properly noticed hearing to consider the schedule of Capital Improvements, and adopted this Ordinance in the course of that hearing.

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

SECTION 1. The attached Capital Improvements Schedule for planning improvements within the years 2014 through 2019 is hereby adopted.

SEE ATTACHED COMPOSITE EXHIBIT A SETTING FORTH THE UPDATED CAPITAL IMPROVEMENTS SCHEDULE

Ordinance No. 1326
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SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ of ________________, 2014.

ATTEST:

[Signature]

Gayle F. Oberst, Mayor

Holly J. White, City Clerk

PUBLISHED in the Panama City News Herald on the _____ day of _____________, 2014.

POSTED AT www.pcbgov.com on ________________________________

__________________________
Holly J. White, City Clerk
CITY OF PANAMA CITY BEACH CAPITAL IMPROVEMENTS SCHEDULE (FY 14/15)

The following table summarizes the requirements of a financially feasible schedule of capital improvements:

<table>
<thead>
<tr>
<th>Evaluation Item</th>
<th>Authority</th>
<th>Included</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Is there a component that outlines principals for construction, extension, or increase in capacity of public facilities, as well as principals for correcting public facility deficiencies which are necessary to implement the Comprehensive Plan.</td>
<td>§ 163.3177(3)(a)(1)</td>
<td>Yes</td>
<td>The City is relying on the level of service standards established in each element of the Comprehensive Plan.</td>
</tr>
<tr>
<td>(2) Does the data include an estimate of public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities?</td>
<td>§ 163.3177(3)(a)(2)</td>
<td>Yes</td>
<td></td>
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<tr>
<td>(3) Are there standards to ensure the availability of public facilities and the adequacy of those facilities to meet established levels of service?</td>
<td>§163.3177(3)(a)(3), FS</td>
<td>Yes</td>
<td>The City is relying on the level of service standards established in each element of the Comprehensive Plan.</td>
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<tr>
<td>(4) Are projects included that are funded projects of federal, state, or local government including privately funded projects for which the local government has no fiscal responsibility?</td>
<td>§163.3177(3)(a)(4), FS</td>
<td>Yes</td>
<td></td>
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<tr>
<td><strong>Evaluation Item</strong></td>
<td><strong>Authority</strong></td>
<td><strong>Included</strong></td>
<td><strong>Notes</strong></td>
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<tr>
<td>(5) Does the data contain projects necessary to ensure that any adopted LOSS is achieved and maintained for the 5-year period and is each identified as either funded or unfunded and given a level of priority for funding?</td>
<td>§163.3177(3)(a)(4), FS</td>
<td>Yes</td>
<td>All non-transportation projects have the funding streams to complete the projects. For CRA transportation projects, the highest priority projects show funding and associated tasks.</td>
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<td>(6) Does the schedule include TPO projects and is the schedule coordinated with the TPO’s Long-Range Transportation Plan?</td>
<td>§163.3177(3)(a)(5), FS</td>
<td>Yes</td>
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<tr>
<td>1. Improve signage of various streets</td>
<td>General Fund</td>
<td>on-going</td>
<td>$50,000</td>
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<td>2. Improve various streets surfaces and shoulders</td>
<td>Gas Tax</td>
<td>on-going</td>
<td>$200,000</td>
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<td>3. All Coleman Road</td>
<td>FBR-CRA</td>
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<td>$25,000,000 total cost</td>
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<tr>
<td>- 4 lane widening</td>
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<tr>
<td>- ped/bic. improvements</td>
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<td>(needed to meet future demand)</td>
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<td>4. N. Thomas Drive</td>
<td>FBR-CRA</td>
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<td>5. Hill Road</td>
<td>FBR-CRA</td>
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<td>$126,000 spent to date</td>
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<td>- 4 lane widening</td>
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<td>- ped/bic. improvements</td>
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<tr>
<td>Traffic Circulation</td>
<td>Funding Source</td>
<td>Current Status</td>
<td>FY 14-15</td>
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<td>7.</td>
<td>S. Thomas Drive</td>
<td>FBR-CRA</td>
<td>Construction completed in '13</td>
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<td></td>
<td>- public transit system</td>
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<tr>
<td></td>
<td>- ped/bic. improvements</td>
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<td>6.</td>
<td>Clara Avenue</td>
<td>FBR-CRA</td>
<td>$124,000 spent to date</td>
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<td>9.</td>
<td>Front Beach Road Segment 1</td>
<td>FBR-CRA</td>
<td>Construction completed in '13</td>
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<tr>
<td>(S. Thomas to N. Thomas Drive)</td>
<td>Part of South Thomas Dr. project. See project #7.</td>
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<td></td>
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<td>10.</td>
<td>Front Beach Road Segment 2</td>
<td>FBR-CRA</td>
<td>$3,200,000 spent to date</td>
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<td>(Jackson Blvd. to S. Thomas)</td>
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<td></td>
<td>- public transit system</td>
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<td>- ped/bic. improvements</td>
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<td>Traffic Circulation</td>
<td>Funding Source</td>
<td>Current Status</td>
<td>FY 14-15</td>
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</table>
| 11. Front Beach Road Segment 3  
(State Road 79 to Lullwater Dr)  
- public transit system  
- ped/bic. improvements  
- landscaping  
- streetscaping  
- (needed to meet future demand) | FBR-CRA  
FDOT  
CE&I and Post Design.  
$494,000 spent to date.  
$10,000,000 total cost. | $165,000 | Design | | | | |
| 12. Front Beach Road Segment 4  
(Lullwater Dr. to Jackson Blvd.)  
- public transit system  
- ped/bic. improvements  
- landscaping  
- streetscaping  
- (needed to meet future demand) | FBR-CRA | Design  
Right of Way | $120,000,000 total cost | $100,000 | Design | $100,000 | Design | |
| 13. S. Arnold Road (SR 79)  
- 4 lane widening  
- ped/bic. improvements  
- landscaping  
- streetscaping  
- (needed to meet future demand) | FBR-CRA  
TRIP funding  
FDOT | TRIP funding granted for PDE  
$1,650,000 spent to date  
$15,000,000 total cost | $300,000 | Design | $1,500,000 | Right of Way | $2,500,000 | Right of Way |
| 14. Cobb Road  
- ped/bic. improvements  
- landscaping  
- streetscaping | FBR-CRA  
Unfunded | No activity to date  
$15,500,000 total cost | No planned activity | | | | | |
<table>
<thead>
<tr>
<th>Traffic Circulation</th>
<th>Funding Source</th>
<th>Current Status</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>Beyond FY 19-20</th>
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<tbody>
<tr>
<td>15. Nautilus Street</td>
<td>FBR-CRA</td>
<td>Completed lane extension design at PCB Pkwy.</td>
<td>No planned activity</td>
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<td>- landscaping</td>
<td>Unfunded</td>
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<td>16. West Bay Bridge Area Improvements Project</td>
<td>Federal Funding</td>
<td>Completed</td>
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<td>SR 79 From S. of School Road to N. of CR 388</td>
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<td>17. North Thomas Drive Parking Lot</td>
<td>FBR-CRA Prop. Share</td>
<td>$5,250,000 spent Parking lot stabilized</td>
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<td>18. Multimodal Center West</td>
<td>FBR-CRA</td>
<td>No activity</td>
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<td>19. PCB Parkway</td>
<td>FBR-CRA</td>
<td>$24,000,000 total cost</td>
<td>$150,000</td>
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<td>- Int. improvements</td>
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<td>(needed to meet future demand)</td>
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<td>20. Power Line Road</td>
<td>TBD</td>
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<td>- US 98 to SR 79</td>
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<td>- SR 79 to Colony Club</td>
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<td>21. ITS Improvements</td>
<td>FDOT 5-Year Work Program</td>
<td>$450,000</td>
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<tr>
<td>22. West Bay Parkway from SR 79 to SR 77</td>
<td>State</td>
<td>PD&amp;E Study $60m - $74m total cost</td>
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<tr>
<td>Traffic Circulation</td>
<td>Funding Source</td>
<td>Current Estimates</td>
<td>FY 14-15</td>
<td>FY 15-16</td>
<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
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<tr>
<td>23. West Bay Parkway from Walton County to SR 79 (needed to meet future demand)</td>
<td>State</td>
<td>PD&amp;E Study $69m - $74m total cost.</td>
<td>$2,056</td>
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<td>Recreation &amp; Open Space</td>
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<tr>
<td>24. SR 79 Multi Use Path - From North of PCB Parkway to Powerline Road</td>
<td>Federal Surface Trans. Enhancement</td>
<td>FDOT assumed management</td>
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<td>25. Multi Use Path/Trail From Moonlight Bay Drive to the eastern property line of Trieste Subdivision</td>
<td>Recreation Impact Fees/Grant Application</td>
<td>$275,000 const. $250,000 bridges $525,000 total cost.</td>
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<td>26.</td>
<td>See Note #2 at end of report.</td>
<td>School Board</td>
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<td>Potable Water, Wastewater, and Reuse</td>
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<td>Potable Water</td>
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<td>27. N. Pier Park Drive Water Main</td>
<td>Utility</td>
<td>$240,000 total cost</td>
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<td>28. Alf Coleman Force Main Project</td>
<td>Utility</td>
<td>$440,000 total cost</td>
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<td>Current/Status</td>
<td>FY 04/05</td>
<td>FY 16/17</td>
<td>FY 16/18</td>
<td>FY 17/18</td>
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<td>29.</td>
<td>N. Pier Park Drive Force Main and Reclaimed Main</td>
<td>Utility</td>
<td>$650,000</td>
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<td>System Extension Loops</td>
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<td>32.</td>
<td>Public Works Building</td>
<td>Utilities/Gen. Fund/CRA</td>
<td>$5,247,963</td>
<td>$4,009,531</td>
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<td>Stormwater</td>
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<td>33.</td>
<td>Stormwater Improvements</td>
<td>Stormwater</td>
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**Prop. Share Projects**

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<th>Current/Status</th>
<th>FY 04/05</th>
<th>FY 16/17</th>
<th>FY 16/18</th>
<th>FY 17/18</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>US 98 Int. w/ Hill Rd. and Clara Avenue (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$300,000 based on trip triggers</td>
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<tr>
<td>2.</td>
<td>US 98-Hill Rd. 6-lane (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$1,350,000 (trip triggers)</td>
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<tr>
<td>3.</td>
<td>US 98-Clara Ave. 6-lane (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$1,350,000 (trip triggers)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>PD&amp;E for US 98 from SR 79 to Thomas Drive flyover (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$2,000,000 (trip triggers)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prop. Share</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Projects</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITS US 98 from Phillips Inlet to Thomas Dr. Byover (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$1,000,000 (trip triggers)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hill Rd. Improvements (needed to meet future demand)</td>
<td>Seahaven Prop. Share</td>
<td>$938,766 (trip triggers)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as formally adopted by the FDOT, District 3 and the Bay County TPO.

2. The City of Panama City Beach hereby adopts by reference the Bay County School District's 2014-2015 Work Plan.

3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 14/15 is approximately $7,900,000.

4. The City will coordinate with the most recent Northwest Florida Water Management District Water Supply Plan.
REGULAR AGENDA

ITEM #3,

ORDINANCE 1329
ORDINANCE NO. 1329

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO THE FRONT BEACH OVERLAY DISTRICT; CORRECTING A SCRIVENER'S ERROR IN THE TABLE SETTING FORTH THE SETBACKS FOR GROUP C BUILDING FRONT TYPES; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Table 7.02.03E of the Land Development Code of the City of Panama City Beach related to Setbacks for Group C Building Front Types, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Setback</th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Front Setback Along Front Beach Road (feet)</td>
<td>Stories 1 – 4</td>
<td>minimum: the greater of 52 from CL or 47 from PL</td>
<td>minimum: the greater of 52 from CL or 5 from PL</td>
<td>minimum: the greater of 47 from CL or 5 from PL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10 from PL maximum: the greater of 67 from CL or 8 from PL</td>
<td>maximum: the greater of 50 from CL or 8 from PL</td>
<td>maximum: the greater of 50 from CL or 8 from PL</td>
</tr>
<tr>
<td></td>
<td>Stories 5 +</td>
<td></td>
<td>25 from PL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Front Setback Along Other Streets (feet)</td>
<td>Stories 1 – 4</td>
<td>10 minimum</td>
<td>8 maximum</td>
<td>0 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8 maximum</td>
<td>8 maximum</td>
<td>8 maximum</td>
</tr>
<tr>
<td></td>
<td>Stories 5 +</td>
<td>25 maximum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exterior Lot Side Setback (feet)</td>
<td>Stories 1 – 4</td>
<td>5 minimum</td>
<td>0 - 5</td>
<td>0 - 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td></td>
<td>20 minimum</td>
<td>20 minimum</td>
</tr>
</tbody>
</table>

Ord. 1329
Page 1 of 3
### Table 7.02.03.E Setbacks for Group C Building Front Types (in feet)

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Setback</th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td><strong>Story 1-2 Story</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Story building south of Front Beach or</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td>10 minimum</td>
<td></td>
</tr>
<tr>
<td></td>
<td>South Thomas</td>
<td>5 minimum</td>
<td>5 minimum</td>
<td>NA</td>
<td>10 minimum</td>
</tr>
<tr>
<td></td>
<td>2 Story building south of Front Beach or</td>
<td>7.5 minimum</td>
<td>7.5 minimum</td>
<td>NA</td>
<td>10 minimum</td>
</tr>
<tr>
<td></td>
<td>South Thomas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Story 3</strong></td>
<td>10 minimum</td>
<td>0 minimum</td>
<td>0 maximum</td>
<td>0 minimum</td>
</tr>
<tr>
<td></td>
<td>3 Story building south of Front Beach or</td>
<td>10 minimum</td>
<td>10 minimum</td>
<td>NA</td>
<td>15 minimum</td>
</tr>
<tr>
<td></td>
<td>South Thomas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Story 4</strong></td>
<td>10 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
</tr>
<tr>
<td></td>
<td>4 Story building south of Front Beach or</td>
<td>15 minimum</td>
<td>15 minimum</td>
<td>NA</td>
<td>15 minimum</td>
</tr>
<tr>
<td></td>
<td>South Thomas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Stories 5 +</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stories 5 + South of Front Beach or South</td>
<td>NA</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
</tr>
<tr>
<td></td>
<td>Thomas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Rear Setback (feet)</td>
<td>All stories</td>
<td>FDEP or 25 min. if no FDEP</td>
<td>25 minimum</td>
<td>FDEP or 25 min. if no FDEP</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 minimum</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
1. At least 80% of the Building Facade shall be located at the front Setback line, except as authorized for a porte cochere (see section 7.02.03L).
2. At least 50% of the Building Facade shall be located at the front Setback line for the Ferecourt, Lawn and Common Lawn.
3. CL = centerline of Front Beach Road; PL = Property line
4. All Setbacks are measured from the Property line (or CL) to the Building Facade.
5. Refer to section 7.02.03G for Front Yard standards for portions of the Building Setback from the property line.
6. NA = not applicable
(Ord. #1254, 11/14/13)

**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.

CITY OF PANAMA CITY BEACH

ATTEST:                                      By _____________________________
                                               GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED in _______________ on the ___ day of ________, 2014.
POSTED on pcbgov.com on the ___ day ________, 2014.

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #4,

ORDINANCE 1330
ORDINANCE NO. 1330

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S SIGN CODE; AMENDING THE DEFINITION OF FLAG TO CLARIFY THAT SUCH SIGNS SHALL BE MADE OF PLIABLE MATERIAL; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 5.07.01 of the Land Development Code of the City of Panama City Beach related to Definitions for the City’s Sign Code is amended to read as follows (new text bold and underlined, deleted text struckthrough):

5.07.00 SIGN CODE

5.07.01 Definitions and Short Title.

... Flag: a flexible, graphic device, made of nylon, polyester, cotton, rayon or other similar pliable material, always rectangular in shape, and with a hoist to fly (short edge to long edge) ratio of at least one to one (1:1 or square) and no more than one to two (1:2). A Flag may but is not required to represent a government, business or other identifiable entity. A Flag may be blank.

...

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.

CITY OF PANAMA CITY BEACH

ATTEST: By _______________________
GAYLE F. OBERST, MAYOR

________________________
HOLLY J. WHITE, CITY CLERK

PUBLISHED in _____________ on the ___ day of ________, 2014.
POSTED on pcbgov.com on the ___ day __________, 2014.

________________________
HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #5,

ORDINANCE 1331
ORDINANCE NO. 1331

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO SITE DESIGN AND DEVELOPMENT STANDARDS; PERMITTING THE USE OF ALTERNATIVE MATERIALS IN VEHICULAR USE AREAS WITHOUT REGARD TO WHETHER SUCH AREAS ARE ALSO USED FOR HEAVY EQUIPMENT STORAGE; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

Whereas, current City regulations permit the use of alternative, non-concrete materials in Vehicular Use Areas used as heavy equipment storage areas, subject to City Manager approval of the alternative materials; and

Whereas, the City finds it appropriate that the use of alternative, non-concrete materials be available for use in Vehicular Use Areas without regard to whether such areas are also used for the storage of heavy equipment, subject to City Manager approval.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.04.01B of the Land Development Code of the City of Panama City Beach related to Access Management is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough)**:

**4.04.00 TRANSPORTATION SYSTEM STANDARDS**

**4.04.01 Access Management.**
No *Access Connection* shall be constructed on any public road without a permit issued by the City of Panama City Beach pursuant to this section. Requirements for review are established in Chapter 10.

...  

B. *Access Standards and Permitting.* The following standards shall apply to all *Driveways or Access points from a Lot or Parcel onto a public Street*:

Ord. 1331
Page 1 of 4

AGENDA ITEM #
1. No privately owned, constructed, financed or controlled Driveway Connection shall be constructed, repaired or modified in any way unless a permit therefore shall have been issued by the City upon submission of plans and specifications sufficient to demonstrate compliance with this law and payment of a permit fee. Except for a driveway connection serving four (4) or fewer residential units, the plans and specifications submitted to the City shall be sealed and certified by an engineer registered and licensed to practice in the State of Florida to conform in all material respects with the standards specified in this section.

2. The maximum width of a Driveway or Access way shall be twenty-four (24) feet provided, however that when the City Engineer determines that a wider Driveway would provide safer access, the width may be increased to not more than thirty-six (36) feet.

3. The maximum number of Driveways or Access points shall be according to the following:

   (a) Access Class 3 Roads. Each Parcel of land under Single Unified Ownership or Control fronting any Access Class 3 road as defined in section 1.07.02 shall be permitted one (1) Access Connection from the property to that public road for every 1,500 feet that Parcel abuts that public road.

   (b) Access Class 5 Roads. Each Parcel of land under Single Unified Ownership or Control fronting any Access Class 5 road as defined in section 1.07.02 shall be permitted one (1) Access Connection from the property to that public road for every 245 feet that Parcel abuts that public road.

   (c) Access Class 7 Roads. Each Parcel of land under Single Unified Ownership or Control fronting any Access Class 7 road as defined in section 1.07.02 shall be permitted one (1) Access Connection from the property to that public road for every 125 feet that Parcel abuts that public road.

   (d) Properties fronting all other roads shall meet the standards in Table 4.04.01.A:

**Table 4.04.01.A: Maximum Number of Access Points**

<table>
<thead>
<tr>
<th>Lot Width</th>
<th>Maximum Number of Access Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 100 feet</td>
<td>1</td>
</tr>
<tr>
<td>100 feet to 200 feet</td>
<td>2</td>
</tr>
<tr>
<td>More than 200 feet</td>
<td>2 plus 1 for each additional 200 feet or fraction thereof</td>
</tr>
</tbody>
</table>

4. There shall be a minimum distance of thirty-five (35) feet between any two (2) openings onto the same Street.

5. No point of Access shall be allowed within forty (40) feet of the Intersection of the right-of-way lines of any public Street.

6. Access ways or Driveways for Corner Lots shall be located on the Street with the lower functional classification.

7. Where proposed Development in a non-residential zoning district abuts two (2) Streets and where that portion of any such Street abutting the non-residential Development also abuts any Residential zoning district,
Access to the non-residential Development shall be provided only from the Street not abutting a Residential district.

8. Drive-Through lanes or loading spaces shall not be located any closer than thirty-five (35) feet to the boundary of a property zoned or used for Residential purposes (See section 4.05.08 for additional loading space requirements).

9. Parking Lots shall be designed to avoid glare from Vehicle lights onto property zoned for Residential purposes as Vehicles enter or exit the Parking Lot and individual spaces. Wherever a parking space faces such property, a Solid Faced masonry or wooden wall or fence extending from the parking surface to a height of not less than forty-two (42) inches shall be provided.

10. No curbs shall be cut or altered and no points of Access or openings for Vehicles onto a public Street shall be established, without a permit issued by the City.

11. Approval from FDOT or Bay County is required for any Access onto a road under their jurisdiction.

12. The location, design and construction of Driveway Connections shall comply with current FDOT's Roadway Traffic Design Standards. All Vehicular Use Areas shall be constructed to meet these standards and, except that the City Manager may approve the use of alternative materials for heavy equipment storage areas subject to submittal and approval of a plan for, and agreement to control dust. A Single Family residential Driveway may be constructed of otherwise acceptable concrete (only four (4) inches thick), pavers or other materials of similar durability as determined by the City Manager.

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

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.

CITY OF PANAMA CITY BEACH

ATTEST: 

By __________________________

GAYLE F. OBERST, MAYOR

__________________________

HOLLY J. WHITE, CITY CLERK

PUBLISHED in ________________ on the ___ day of ______, 2014.
POSTED on pcbgov.com on the ___ day __________, 2014.

__________________________

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #6,

ORDINANCE 1332
ORDINANCE NO. 1332

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO SITE DESIGN AND DEVELOPMENT STANDARDS; REVISING A FOOTNOTE TO ELIMINATE THE IMPLICATION THAT MULTIPLE DWELLING UNITS CONSTRUCTED IN THE R2 ZONING DISTRICT MUST BE CONTAINED WITHIN ONE BUILDING; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

Whereas, a footnote to current City regulations setting forth the site design standards for Lots suggests that the construction of two dwelling units in the R-2 zoning districts must be “within one building”; and

Whereas, City Staff has no objection to the construction of two detached dwelling units if a lot is of sufficient size to permit such construction.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.02.02C. of the Land Development Code of the City of Panama City Beach related to Site Design Standards for Lots is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

[rest of page intentionally left blank]
<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Minimum Lot Area (sq. ft.)</th>
<th>Minimum Lot Width (ft. front bldg. line)</th>
<th>Maximum Lot Coverage¹ (%)</th>
<th>Maximum Impervious Surface² (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AR</td>
<td>10,000</td>
<td>100</td>
<td>80</td>
<td>30</td>
</tr>
<tr>
<td>R-1a</td>
<td>7,500</td>
<td>75</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>R-1b</td>
<td>6,000</td>
<td>60</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>R-1cT</td>
<td>6,000</td>
<td>60</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>R-O</td>
<td>4,000</td>
<td>40</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>RTH</td>
<td>1,575</td>
<td>20</td>
<td>80</td>
<td>60</td>
</tr>
<tr>
<td>R-2 1-2 units³</td>
<td>6,000</td>
<td>60</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>R-2 3-4 units</td>
<td>8,000</td>
<td>80</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>R-2 5+ units</td>
<td>15 acres</td>
<td>600</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>R-3 1-2 units</td>
<td>6,000</td>
<td>60</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>R-3 3-4 units</td>
<td>8,000</td>
<td>80</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>R-3 5+ units</td>
<td>10,000</td>
<td>100</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>CL</td>
<td>5,000</td>
<td>50</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>CM</td>
<td>5,000</td>
<td>50</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>CH</td>
<td>5,000</td>
<td>None</td>
<td>85</td>
<td></td>
</tr>
<tr>
<td>M-1</td>
<td>6,000</td>
<td>60</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>None</td>
<td>None</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>None</td>
<td>50</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>PF</td>
<td>5,000</td>
<td>50</td>
<td>70</td>
<td></td>
</tr>
</tbody>
</table>

1 “Lot coverage” includes principal and Accessory Structures, but not parking or other paved surfaces.

2 “Impervious Surface” includes all Buildings, pavements and other Impervious Surfaces.

3 “Unit” refers to the number of Dwelling Units within one Building.

4 “A” means that the standard Development requires a minimum Lot of ten (10) acres (435,600 square feet) and a minimum Lot width of five-hundred (500) feet. Where cluster Development is proposed, the minimum Lot area is 21,780 square feet and the minimum Lot width is 100 feet.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed.

Ord. 1332
Page 2 of 3
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.

CITY OF PANAMA CITY BEACH

ATTEST: By ____________________________
          GAYLE F. OBERST, MAYOR

__________________________
HOLLY J. WHITE, CITY CLERK

PUBLISHED in _________________ on the ___ day of ________, 2014.
POSTED on pcbgov.com on the ___ day __________, 2014.

__________________________
HOLLY J. WHITE, CITY CLERK

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Page 3 of 3

AGENDA ITEM #
REGULAR AGENDA
ITEM #7,

ORDINANCE 1334
ORDINANCE NO. 1334

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S LAND DEVELOPMENT CODE RELATED TO FENCES AND WALLS; PROVIDING THAT THE FINISHED SIDES OF FENCES SHALL FACE OUTWARD WHEN RUNNING ADJACENT TO A STREET AND PROVIDING THAT FENCE SURFACES SHALL PREVENT GLARE AND OTHER NUISANCES TO SURROUNDING PROPERTIES; ADDING REFERENCES TO CONFIRM THAT THE FENCES IN THE FRONT BEACH OVERLAY DISTRICT SHALL BE GOVERNED BY THE DESIGN STANDARDS SET FORTH IN SECTION 7.02.03G; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 5.02.03 of the Code of Ordinances of the City of Panama City Beach, related to general fence design standards is amended to read as follows:

5.02.03 Fences and Walls

A. Site design standards for all fences

1. The maximum height for fences located along rear Lot Lines shall be eight (8) feet.

2. The rear Lot Line fence may be extended along or parallel to the side Lot Lines up to a line extended from the front face of a lawfully permitted principal Building, parallel to the rear Lot Line and may cross the Side Yards and tie into the front face of the principal Building.

3. The maximum height for fences located along the front Lot Line shall be four (4) feet.

4. The front Lot Line fence may be extended along or parallel to the side Lot Lines up to a line extended from the front face of a lawfully permitted principal Building, parallel to the front Lot Line and may cross the Side Yards and tie into the front face of the principal Building.

5. No fence otherwise permitted by this section may be constructed or situated so as to obstruct the field of view at any Intersection and thereby create a danger for drivers or pedestrians.
6. A fence or wall required by law shall not be subject to the height limitations of this section.

7. The finished side of the fence shall face outward **when adjacent to a Street**.

8. A permit is required prior to the construction of any fence.

9. Fences must at all times be in good repair as defined by the following standards:

   (a) fences must be in a vertical position;

   (b) roten boards must be replaced;

   (c) support posts or footers must be solidly attached to the ground;

   (d) fence stringers must be securely attached to the support posts and fence stringer;

   (e) each fence must be securely attached to the support posts and fence stringer;

   (f) fence or wall surfaces must be painted, stained, treated or otherwise maintained so as to present a uniform appearance **and to prevent glare or other nuisance to surrounding properties**.

10. **Design standards for fences to be located in Front Yards along Front Beach Road, Arnold Road or South Thomas Drive are established in Section 7.02.03.G**.

B. **Site design standards for retaining walls.** Nothing in this **LDC** shall be construed to prohibit or to prevent the erection of a retaining wall on any property, provided that such retaining wall does not adversely affect the natural flow of surface water or create any other adverse effect upon adjacent or adjoining properties. All retaining walls shall comply with the standards set forth in the Engineering Technical Manual.

SECTION 2. From and after the effective date of this ordinance 7.02.03 of the Code of Ordinances of the City of Panama City Beach, related to fences located in the Front Beach Road Overlay District is amended to read as follows:

7.02.03 Front Beach Road Overlay Districts

... 

G. **Front Yards Along Front Beach Road, Arnold Road and South Thomas Drive**

1. **Purpose.** Regardless of the maximum **Setback** requirements, an applicant may establish a **Front Yard** for a portion of any **Building** front type subject to compliance with the provisions of this section 1.02.01.G. Applicants are encouraged to provide **Front Yards** that include widened
sidewalks, galleries, arcades, courtyards and other places for customers and the public to gather, provided that the Front Yards:

(a) Improve the visual quality and character of the Street;

(b) Promote pedestrian traffic and the use of public transit;

(c) Are readily accessible and ADA/State of Florida compliant if used for Tourist Accommodations or non-residential purposes;

(d) Enhance access between outdoor and indoor spaces; and

(e) Enhance public safety and security, while promoting more effective use of the public realm.

2. **Types of Front Yard Improvements and Locations.** Where provided, Front Yards shall include a combination of the items listed in

3. Table 7.02.03.F provided that the item is specifically allowed in the applicable portion of the Setback area, as indicated by the letter “A” in the exhibit. If not allowed, the item is prohibited.

4. Table 7.02.03.F also establishes the group letter applicable to Front Yard items that corresponds with the group letters in Table 7.02.03.G. Table 7.02.03.G establishes the number of authorized items that must be established within each Front Yard. Front Yards also may be used for Building Access improvements and Driveways in accordance with section Error! Reference source not found.. In addition to the items listed below, the City may approve the installation of decorative bike racks, planter pots and pedestrian furniture.

Table 7.02.03.F: Items Authorized in Front Yards

<table>
<thead>
<tr>
<th>Group #</th>
<th>Front Yard Items</th>
<th>Location</th>
<th>Distance from Back of Sidewalk (in feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>d ≤ 5</td>
</tr>
<tr>
<td>1</td>
<td>Patio</td>
<td>Behind the back edge of the sidewalk</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Paving/Hardscape</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Groundcover</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Lawn</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Hedge</td>
<td>Along the front facade</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clustered Ornamentals: Flowering trees, palms</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Planting Beds: Shrubs, seasonal plantings</td>
<td>At the front property line or along the back edge of a sidewalk</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Palms planted on 25 feet centers</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td>3</td>
<td>Trees planted on 50 feet centers</td>
<td>outside of the right-of-way</td>
<td>A</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------</td>
<td>-----------------------------</td>
<td>---</td>
</tr>
<tr>
<td></td>
<td>Decorative Fence 42 inch maximum height (see Section 7.02.03.G.3.d)</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Masonry Wall with Hedge</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Masonry Wall with clustered ornamentals or groundcover</td>
<td>A</td>
<td>A</td>
</tr>
</tbody>
</table>

Notes:
1: d = distance measured in feet
2: A = allowed item
3: <= is less than
4: <= is less than or equal to
5: >= is greater than or equal to
Table 7.02.03.G: Minimum Number of Items Required in Front Yards

<table>
<thead>
<tr>
<th>Distance from Back of Sidewalk (feet)</th>
<th>Group 1</th>
<th>Group 2</th>
<th>Group 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>(d \leq 5)</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(5 \leq d &lt; 15)</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>(15 \leq d &lt; 25)</td>
<td>0</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>(d \geq 25)</td>
<td>0</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

Notes:
1: \(d\) = distance measured in feet
2: \(<=\) is less than
3: \(<=\) is less than or equal to
4: \(>=\) is greater than or equal to

5. **Design Standards.** To achieve the purposes of this section, *Front Yards* shall be designed so that they are visible, avoid clutter, incorporate high quality, durable materials that are comparable in quality and complementary in design to public improvements provided or planned for the Front Beach Road corridor. In addition to complying with other district requirements, *Front Yards* and *Facades* shall meet the following design standards:

(a) Flooring and surfaces shall be constructed of durable, non-slip materials that complement sidewalk paving. Changes in colors shall be used to highlight steps.

(b) The shape and design (including landscaping) of the space shall provide visibility of the entire space from the sidewalk.

(c) Lighting shall be adequate to illuminate the entire space, but lighting sources shall be hooded or directed so that they are not visible to pedestrians on the sidewalk.

(d) Except as provided in this paragraph, fencing is prohibited. *Front Yards* may be enclosed by decorative walls, posts with decorative ropes or chains or other decorative enclosures approved by the *City Manager*, provided that the enclosure is not taller than thirty (30) inches. *Decorative Fencing* that is not higher than forty-two (42) inches may be authorized pursuant to a conditional *Use* permit to enclose commercial *Use of Front Yards*.

(e) At least fifty (50) percent of the wall surface between two (2) and seven (7) feet above the *Average Grade* of the *Front Yard* shall be glazed and shall have a minimum transparency of seventy (70) percent.

(f) Other than furniture for dining areas and outdoor displays subject to conditional *Use* approval, *Front Yard* improvements shall be limited to seating, decorative waste receptacles, fountains, water features and landscaping.
6. **Maintenance.** The ultimate owner of the *Front Yard* shall be responsible for raising all moneys required for operations, maintenance or physical improvements in the *Front Yard* through annual dues, special assessments or other arrangements approved by the City. A copy of binding covenants or other arrangement providing for ongoing maintenance shall be recorded and a copy shall be provided to the City. In the event that the association or any successor organization shall fail to maintain the *Front Yard* in reasonable order and condition in accordance with the Development plan, the City may serve written notice upon the owner of record, setting forth the manner in which the owner of record has failed to maintain the *Front Yard* in reasonable condition. Failure to adequately maintain *Front Yards* in reasonable order and condition constitutes a violation of this section. The City is hereby authorized to give notice to the owner or occupant, as the case may be, of any violation, directing the owner to remedy the same within twenty (20) days. If a homeowner’s association assumes ownership, its by-laws shall provide as follows:

(a) The homeowners’ association shall be authorized under its bylaws to place liens on the property of residents who fall delinquent in payment of such dues or assessments.

(b) Should any bill or bills for maintenance of *Front Yards* by the City be unpaid by November 1 of each year, a late fee of fifteen percent (1.5%) shall be added to such bills and a lien shall be filed against the Premises in the same manner as other municipal claims.

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

...  

**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

ATTEST:  

By__________________________  
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED in _________________ on the ___ day of ________, 2014.
POSTED on pcbgov.com on the ___ day __________, 2014.

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #8,

ORDINANCE 1336
To: Mayor and City Council
From: Mario Gisbert

December 4, 2014

Attached is slightly revised version of Ordinance No. 1336 recommended by staff. The subject and purpose remain unaltered. The attached ordinance:

- Requires all stages on the sand be guarded 24/7.
- Requires removal of required beach fences at night during sea turtle season.
- Creates a special exception from the sea-side fence (still requires the side fences) for a free concert, upon condition that:
  - Nothing of value required to attend event.
  - No coolers, etc.
  - The event is staffed as if all the beach between the side fences and down to the wet sand comprises the event area.
  - The application must contain a feasible and credible plan to control access at and along the water equivalent to a sea-side fence – that is, be able to limit attendance to max capacity.
  - The application must contain a feasible and credible plan to permit pedestrians to walk completely past the event along the shore, even when the event is at full capacity.
  - The application must contain a feasible and credible plan to provide vehicles access into and through the event area.

- Creates a special exception from all fences for a “corporate village” upon condition that:
  - Nothing of value required to attend
  - At least three stages and/or tents
  - No stage is greater than 400 square feet, no more than 2 feet above grade and all stages must be on the flattest part of the beach
  - 4 foot, non-opaque fencing may be substituted OR fencing may be omitted entirely if the event is staffed as if the owner’s entire beach, down to the wet sand, comprises the event area.

- The changes since the draft presented at council in the first November meeting are as follows. You may have seen an intermediate draft sent to you by email as staff worked through these adjustments.
  - Every application for a sandy beach event must be complete and filed with the city at least 30 days prior to the event. (Because the title on first reading was limited to sandy beach events we cannot add this for all special events at this time but it is my desire to do that later.)
  - The requirement that the Council adopt a resolution to “close” the beach during a free event with no sea-side fence (much like temporarily closing a road) has been eliminated. The promoter is required to permit pedestrians to pass by even when the event is at full capacity.
  - The first sand beach event ordinance authorized the city manager to close an event if the max deemed attendance (1 per 7 sq. feet event area) is exceeded. We neglected to add the converse — to allow some staff to go home if substantially fewer patrons than “deemed” attend. Fixed that in Sec. 4-24.

CC: Doug Sale
ORDINANCE NO. 1336

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE SPECIAL EVENTS ORDINANCE OF THE CITY AS IT RELATES TO SANDY BEACH EVENTS; PROVIDING OPTIONS TO ELIMINATE OR REDUCE REQUIRED FENCING FOR FREE EVENTS WHICH MEET CERTAIN ADDITIONAL REQUIREMENTS; REQUIRING SANDY BEACH STAGES TO BE CONTINUOUSLY GUARDED; REQUIRING THE NIGHTLY REMOVAL OF ALL SANDY BEACH EVENT FENCING DURING TURTLE NESTING SEASON; MAKING FINDINGS OF FACT; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, on November 13, 2014, the City adopted Ordinance 1322 entitled:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE SPECIAL EVENTS ORDINANCE OF THE CITY TO IMPOSE ADDITIONAL REQUIREMENTS UPON LIVE ENTERTAINMENT WITH AMPLIFIED SOUND AVAILABLE ON THE SANDY GULF BEACH; LIMITING THE NUMBER AND SIZE OF SUCH EVENTS ON ANY SINGLE DAY; PROVIDING EXCEPTION FOR LIMITED, SPONTANEOUS GATHERINGS; DEFINING SUCH EVENTS; MAKING FINDINGS OF FACT; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE;

and

WHEREAS, on the preceding day, November 12, 2014, the City held a lengthy workshop to receive public comment upon Ordinance 1322 and based upon those comments, as well as comments made during public hearings upon Ordinance 1322, finds that “one size” does not necessarily fit all sandy beach events as defined in Ordinance
1322 and that optional fencing (access control) measures may be appropriate for certain sandy beach events which are free and meet other conditions; and

WHEREAS, although it would appear that under contemporary due process standards found by the Florida Supreme Court the addition of such optional fencing requirements would not depart from the essential subject matter of Ordinance 1322 or be such a material change to Ordinance 1322 as to require re-starting the adoption process, nevertheless in light of the extraordinary interest generated by Ordinance 1322, the City desires to address these additions by a separate ordinance; and

WHEREAS, the City also finds that it is necessary to require that any entertainment stage erected on the sandy beach in connection with a special event be guarded against unsupervised use or activity twenty-four hours a day, seven days a week; and

WHEREAS, the City finds that during sea turtle nesting season the fencing required by Ordinance 1322, especially the fencing parallel to the water, may pose a threat to nesting turtles;

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

SECTION 1. From and after the effective date of this ordinance, Article II of Chapter 4 of the Panama City Beach Code of Ordinances is amended to read as follows (deleted text strikethrough, new text underlined):

CHAPTER 4: AMUSEMENTS

ARTICLE II. SPECIAL EVENTS

Sec. 4-16. Definition.
Sec. 4-17. Permit required; purpose
Sec. 4-18. Application for permit.
Sec. 4-19. Application fee.
Sec. 4-20. Additional information.
Sec. 4-21. Action on the application and appeal.
Sec. 4-22. Posting vendor contacts.
Sec. 4-23. Termination of permit granted.
Sec. 4-24. Limitation of sandy beach events on the same day.
Secs. 4-25—4-49. Reserved.
Sec. 4-16. Definition.

The term "special event" shall mean any gathering of persons, reasonably expected to exceed five hundred (500) persons during any one (1) hour, invited by public advertisement for the purpose of witnessing or participating in any entertainment or exhibition, or purchasing or selling any merchandise, food or beverage, or consuming any food or beverage, primarily in open spaces or temporary or permanent venues or structures not customarily, routinely and frequently used for such purposes, or employing parked vans, trailers or other vehicles, which event is reasonably expected to require for its safe and successful execution the provision and coordination of municipal services by the City or the organizer of the event to a degree above that which the City routinely provides under ordinary, everyday circumstances. A parade held on an officially closed, public street or road and lasting no more than two (2) hours is not, without more, a special event.

The term "special event" shall also mean any gathering of persons in excess of five hundred (500) persons in a site entirely on the sandy gulf beach who are engaged in witnessing or participating in any live entertainment involving electronically amplified sound regardless of whether the event is advertised or whether such persons are invited to attend; PROVIDED HOWEVER that if (i) the amplified sound and live entertainment are not directed toward persons on the sandy gulf beach in such a manner as to encourage persons on the sandy gulf beach to become part of the audience of the entertainment, and if (ii) the amplified sound heard on the sandy gulf beach and the visibility of the entertainment are reduced to the fullest extent practicable or feasible without frustrating the purpose of the entertainment, and if (iii) no person associated with the entertainment has solicited or encouraged persons on the sandy beach to assemble or to witness or participate in the entertainment, then an unsolicited and spontaneous gathering of persons on the sandy beach shall not be a special event. This type of special event may also be referred to as a "sandy beach event." As used here, the term "live entertainment" includes by way of example and not limitation concerts, live performances of music or theater, D.J.'s, contests or events with a master of ceremonies.

Sec. 4-17. Permit required; purpose

No person shall organize, stage, promote or conduct any special event without first securing from the City Manager or his designee a special event permit under this Chapter. The purpose of this law is to promote the public health, safety and welfare by requiring special event promoters to develop and demonstrate the ability to execute feasible plans to safely conduct the event, and to permit the City to understand and prepare for any collateral effects of the event in the community.

Sec. 4-18. Application for permit.
Each application for a special event permit required by section 4-17 shall contain the following. **A complete application for a sandy beach event shall be filed, and permit fee paid, no less than thirty (30) days before the opening of the event to the public.**

(1) The name and address of the applicant and if not a natural person the names and addresses of all persons controlling or owning greater than a five (5) percent interest in the applicant or a parent company of the applicant.

(2) The dates and times of the event and a brief description of the activities, goods and services and entertainment to be offered. Additionally, for a sandy beach event specification of whether (1) patrons will be permitted to bring alcoholic beverages into the event (herein a "coolers event"), or (2) patrons will not be permitted to bring alcoholic beverages into the event but patrons will be offered alcoholic beverages within the event (herein an "alcohol sales event"), or (3) alcoholic beverages will be prohibited within the event (herein a "no alcohol event").

(3) An estimate of the largest number of persons anticipated to be in attendance in the event area for each hour of the event (herein, the anticipated, maximum hourly attendance), and a feasible and credible plan for determining the approximate number of patrons actually in attendance in the event area(s) as the event progresses. For a sandy beach event, attendance shall be deemed to be one (1) person for each seven (7) square feet of patron area shown on the site plan required by this section, regardless of anticipated or actual attendance.

(4) A feasible and credible plan for adequate sanitation facilities and sewage, garbage and litter collection and disposal (during and after the event) generated by the event or by its patrons (wherever such garbage or litter may be located), water supply and food service. For the purpose of evaluating any such plans, any rules promulgated by the Department of Health or other executive department pursuant to F.S. Ch. 381 (Public Health), F.S. Ch. 386 (Sanitary Nuisances), F.S. Ch. 509 (Food Service), or similar laws, may be considered.

(5) A feasible and credible plan for flood-lighting the special event and parking areas if any activities are to be offered during darkness.

(6) A feasible and credible plan for adequate parking facilities and plans for transporting or conducting patrons from said facilities to the special event area.

(7) A feasible and credible plan for provision of adequate traffic control, security and emergency vehicle access in and around the special event area.

For a special event other than a sandy beach event, the plan shall provide for at least one (1) person professionally trained in traffic control for every five hundred (500) anticipated, maximum
hourly attendees, and at least one (1) certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better) on duty for every one thousand (1,000) anticipated, maximum hourly attendees, with no security or traffic personnel working more than one (1) eight (8) hour shift in any twenty-four (24) hour period. The plan shall include a detailed description of the plan of security, traffic control, communications, fire protection and emergency services, including ambulance service, to be used and how it is to be implemented, and the general background of the training and ability of the personnel to be used in implementing the plan.

For a sandy beach event, the plan shall provide for the following: for a "cooler event" at least five (5) persons professionally trained in house security, at least one of whom shall be a certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better), on duty for every one thousand (1,000) deemed attendees; for an "alcohol sales event" at least three (3) persons professionally trained in house security, at least one of whom shall be a certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better), on duty for every one thousand (1,000) deemed attendees; and for a "no alcohol event" at least at least one certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better) on duty for every one thousand (1,000) deemed attendees. No security personnel may work more than one (1) eight (8) hour shift in any twenty-four (24) hour period. The plan shall include a detailed description of the plan of security, traffic control, communications, fire protection and emergency services, including ambulance service, to be used and how it is to be implemented, and the general background of the training and ability of the personnel to be used in implementing the plan.

(8) A feasible and credible plan for adequate medical facilities at the special event. The staffing guidelines for events presenting a moderate hazard which are set forth below shall be used to evaluate the plan and may be decreased or increased by the City Manager or his designee after consultation with the Chief of Police, the Fire Chief and one (1) or more persons serving as a Director of Emergency Medical Services in Bay County, depending upon whether the event presents a lower or higher hazard.

For an anticipated, maximum hourly attendance rate of five hundred (500) persons or less - none.

For an anticipated, maximum hourly attendance rate of more than five hundred (500) but less than one thousand (1,000) persons - one (1) EMT or paramedic.

For an anticipated, maximum hourly attendance rate exceeding one thousand (1,000) persons - one (1) additional EMT or paramedic per each 2,000 additional, anticipated maximum hourly attendees, or portion thereof.
By way of illustration, moderate hazard events include, but are not limited to, regional events, concerts, carnivals and fairs. Similarly, low hazard events include, but are not limited to, car shows, flea markets, local festivals, craft shows, local sporting events, and organized sporting tournaments. High hazard events include, but are not limited to, an event with stunts or having the potential for special danger to participants or spectators, or the potential for sustained exposure to extreme ambient temperatures. A low or moderate event may present a higher hazard due to extreme temperatures. Higher hazard events may be required to provide an Advanced Life Support Unit with transport capability. Staffing shall be equipped with customary supplies necessary to treat injuries and illnesses commonly associated with outdoor activities or similar events.

(9) Plans demonstrating that all stages, booths, tents, scaffoldings or structures of any nature on, under or within which persons may congregate, shall conform to the applicable building and other construction codes then in effect in the City, and that any entertainment stage erected on the sandy beach in connection with a special event will be guarded by a person professionally trained in house security and authorized and instructed to prevent unsupervised, public use or activity on or about the stage twenty-four hours a day, seven days a week.

(10) A list of the names and addresses of all vendors, artists, independent contractors or other persons or firms which will be engaged by or associated with the applicant to offer the goods, services or entertainment comprising the special event, including a description of the goods, services or entertainment offered by each and the name and address of the person who will have on-site responsibility, if different. Should such a list not be available at the time application is made, applicant shall give a written statement to that effect and agreeing to furnish such a list no later than thirty-six (36) hours before the event and acknowledging that failure to timely provide such a list will result in termination of the special event permit.

(11) A site plan showing the location and size of the event area(s) and all parking areas (including required handicap parking), and the location of all other features required by this section. For a sandy beach event, the site plan shall show a cleared east/west corridor on the sandy beach outside the event area(s) adequate to permit the one-way passage of an emergency vehicle, and a cleared east/west pedestrian corridor at and above the wet sand at the waters edge at least twenty five (25) feet wide.

(12) A feasible and credible plan to provide and control safe pedestrian access between parking area(s) and event area(s) which will minimize adverse impacts upon surrounding properties and businesses. For a sandy beach event, a feasible and credible plan to keep the
east/west emergency vehicle corridor and the waterfront pedestrian corridor open for traffic at all times.

(13) A feasible and credible plan to enclose, restrict or control access to all parking and event area(s) and to limit the number of persons within the event area(s) to the maximum number anticipated, and a feasible and credible contingency plan to deal with persons in excess of that number to minimize adverse impacts upon surrounding properties and businesses. For a sandy beach event, plans demonstrating that the event area(s) will be enclosed on all sides by fences or other structures adequate to prevent access to the event at any point other than controlled access gates, but also demonstrating adequate egress facilities and routes to clear the event area in case of an emergency. The fences or other structures shall be opaque and a minimum of six (6) feet high so as to prevent persons standing on ground level outside the fence or event area(s) from viewing the entertainment; except that in lieu of a six (6) foot opaque fence on the gulf water side there may be substituted two parallel fences each a minimumum of four (4) feet high lying parallel to the gulf water's edge and no less than 10 feet apart. A running, current count of attendees shall be kept at the gate(s) of a sandy beach event and actual attendance shall not exceed the deemed attendance.

During sea turtle nesting season, the fences required by this law for a sandy beach event shall be removed from the beach daily before 9:00 pm and not replaced until after the beach has been inspected for turtle nests the next morning.

Special exception option for a free concert:

Notwithstanding the forgoing, if all of the following criteria are met, an otherwise lawfully permitted sandy beach event shall not be required to erect either an opaque fence parallel to the water or dual fences parallel to the water (herein waterside fencing); (i) persons may attend the event freely without giving any consideration for access, and (ii) no coolers, backpacks, bags, cups, bottles or similar items capable of containing or concealing beverages are allowed to be brought into the event by patrons; and (iii) the application for the special event permit required by section 4-17 contains a feasible and credible plan to control patron access to the event area functionally equivalent to the omitted waterside fencing; and (iv) the patron area used to determine deemed attendance includes the area up to the wet sand at the shoreline; and (v) the application for the special event permit required by section 4-17 contains a feasible and credible plan to permit pedestrians walking east and west along the beach to pass by the event, including times when event attendance is at the maximum; and (vi) the application for the special event permit required by section 4-17 contains a feasible and credible plan to provide access for emergency vehicles into and through the event area in lieu of the vehicular corridor.
otherwise required. All other permitting requirements for a sandy beach event shall still apply.

Special exception option for a “corporate village”:

Notwithstanding the forgoing, if all of the following criteria are met, an otherwise lawfully permitted sandy beach event shall be permitted to substitute a fence at least four (4) feet high for the higher, opaque fencing required: (i) persons may attend the event freely without giving any consideration for access, and (ii) within the patron area there are at least three (3) entertainment, demonstration or product stages or tents or a combination of both; and (iii) the platform of every stage is no greater than four hundred (400) square feet, is placed seaward of the dune line where the beach flattens and is at no point higher than two (2) feet above adjacent grade. AS AN ADDITIONAL OPTION, all fencing may be omitted if the patron area used to determine deemed attendance includes essentially all the sandy beach under common ownership or control at the event location, more specifically, the area accessible to patrons bounded by the building line to the north, the wet sand to the south and on the east and west by extensions to the water of the upland owner’s east and west property lines. All other permitting requirements for a sandy beach event shall still apply.

(14) To be credible, a plan must include either evidence that the applicant is qualified, experienced and capable of executing it alone, or written commitments from one or more qualified, experienced and capable third parties promising to execute or assist the applicant in executing the plan and acknowledging that the commitment is being made to induce the City to issue a permit for the event.

(15) For events anticipating a maximum hourly attendance rate of one thousand (1,000) persons or more a cash deposit in the amount of two thousand dollars ($2,000) or one thousand dollars ($1,000) per day, whichever is greater, but not to exceed five thousand dollars ($5,000). The return of such deposit, in whole or in part, shall be conditioned upon the applicant timely and completely performing all of the plans submitted with the application or reimbursing the City for all direct and indirect costs incurred to protect public or private health, safety or welfare in the absence of such performance. In the event any such cost shall exceed the amount of the deposit, the applicant shall be liable to the City for such excess to the extent permitted by law.

Sec. 4-19. Application fee.

Application for a special event permit shall be accompanied by a fee of three hundred fifty dollars ($350.00) for administrative expense. If a sandy beach event permit is not issued due to other sandy beach event(s) occurring on the same calendar day the application fee shall be refunded.
Sec. 4-20. Additional information.

Before denying a permit based upon a written application, the City Manager or his designee shall give the applicant written notice of any deficiencies in the application and provide the applicant an opportunity to present additional written information addressing those deficiencies.

Sec. 4-21. Action on the application and appeal.

(1) The permit shall be deemed granted if the City Manager does not grant or deny the permit in writing within twenty (20) days after receipt of the completed application or additional information if applicable and payment of the application fee. The City Manager's decision shall be based upon the completeness of the application and the feasibility and credibility of the required plans. The City Manager shall deny the application of any person who previously has failed to fully comply with this Chapter, previously submitted a plan required by this Chapter which in execution proved to be inadequate or not feasible, or materially understated or underestimated attendance at an event in the City that was or became a special event (collectively and severally a "Prior Failure") unless such person shall demonstrate by a preponderance of the evidence that the Prior Failure was due to circumstances beyond the person's control and that those circumstances should not have been anticipated by a reasonable person in the position of the applicant at the time. For the purpose of considering a Prior Failure, any act or omission by any person with which the applicant is associated in the current application shall be considered the applicant's failure; that is, a party in interest in an application cannot avoid explaining a Prior Failure by presenting a new individual or entity as the applicant.

(2) A denial shall include the reason for denial and state that the applicant shall have the right to appeal to the City Council the decision of the City Manager by letter filed with the City Clerk within three (3) business days after receipt of the denial. The City Council shall grant or deny the permit based upon information presented by the applicant and the City Manager or his designee in a de novo, quasi judicial hearing held as soon as may be practicable. The City Council's decision, including their reasons therefore, shall be announced at the conclusion of the hearing and entered onto the record thereof which shall constitute the Council's final order in any subsequent proceedings and which may, but shall not be required to, express findings of fact and conclusions of law. The hearing may be continued from time to time in the sole discretion of the City Council, provided that if the City Council does not render a final order within thirty (30) days after filing of the letter of appeal the permit shall be deemed granted.

Sec. 4-22. Posting vendor contacts.
If the permit is granted, the applicant shall conspicuously display to the public (on a form to be provided by the City Manager) the name, mailing address, email address, and telephone number of each vendor, artist, or other person offering goods, services, or entertainment at the special event, including if different, the name, mailing address, email address and telephone number of the individual with on-site responsibility for the vendor, artist or other person. Such form shall be continuously displayed at the booth or specific location within the special event where such goods, services or entertainment are offered.

Sec. 4-23. Termination of permit granted.

If the permit is granted, the facilities, areas, services and staffing as demonstrated in the application shall be continuously provided during the special event, and any failure to so provide shall result in the automatic suspension of the permit and suspension of the event until full provisior is made. Should attendance exceed hourly estimates (or deemed attendance for a sandy beach event) for a period of one (1) hour, the applicant shall immediately limit attendance and provide additional staffing to meet the requirements specified in Sections 4-18 (7) and 4-18 (8) or suspend the event until those requirements are met. Conversely, should actual attendance fall below the hourly estimates (or deemed attendance for a sandy beach event) for a sustained period and appear likely to continue at reduced levels, the City Manager or his designee shall be authorized, but not required, to allow the applicant to reduce staffing to the minimum requirements specified in said sections.

Sec. 4-24. Limitation of sandy beach events on the same day.

Notwithstanding anything to the contrary herein, permits for sandy beach events shall be restricted to the following limits for any one (1) calendar day:

One sandy beach event with deemed attendance in excess of ten thousand (10,000) persons; or

Multiple sandy beach events with aggregate deemed attendance of twelve thousand (12,000) persons where the deemed attendance of no single event is greater than five thousand (5,000) persons; or

Multiple sandy beach events with aggregate deemed attendance of fifteen thousand (15,000) persons where the deemed attendance of no single event is greater than two thousand five hundred (2,500) persons;

A total of six (6) sandy beach events regardless of deemed attendance.

Permits shall be issued in the order that substantially complete applications with the required fee are filed.
SECTIONS 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

By _______________________

GAYLE F. OBERST, MAYOR

ATTEST:

HOLLY J. WHITE, CITY CLERK

PUBLISHED IN __________________ ON THE ___ DAY OF ____________, 2014.

POSTED ON PCBGOV.COM ON THE ___ DAY __________, 2014.

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #9,

ORDINANCE 1337
ORDINANCE NO. 1337

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, READOPTING CHAPTER 22, ARTICLE VI OF THE CODE OF ORDINANCES RELATING TO VEHICLE RENTALS, MAKING FINDINGS OF FACT REGARDING RENTED SCOOTERS, REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, tourism is the primary industry of the entire beach community; and

WHEREAS, tourism, especially leisure travel, has become a highly competitive industry due to, among other things, instant communication across the world wide web and an almost incomprehensible amount of travel and leisure information available through mass electronic media; and

WHEREAS, although visitors to Panama City Beach remain remarkably loyal, it is increasingly important for the community to provide safe and entertaining things for its visitors to do while here; and

WHEREAS, motor scooters have been rented, primarily to tourists, for decades upon Panama City Beach; and

WHEREAS, there is a great demand for scooter rentals because visitors love them and they provide a needed and successful form of entertainment to our visitors; and

WHEREAS, most rented scooters are rented for less than a day, many for a matter of hours; and

WHEREAS, for many years the City has required that individual, rented scooters be registered and distinctively marked and each council member is capable of recognizing a rented scooter in operation; and

WHEREAS, in 2014 the City required operators of rented scooters to wear vests and those scooters became even more obvious; and

WHEREAS, based upon years of personal observation, confirmed by testimony of police officers working on the road throughout the City, the Council unanimously finds the following
facts:

- Most rented scooter riders do not wear helmets.
- Most rented scooter riders are youthful.
- Many rented scooters are occupied by two riders.
- Rented scooters frequently travel in groups of two, three or more, comprised in many cases of a group of friends who have traveled to visit the City together or met each other here as evidenced by their obvious interaction while riding.
- Rented scooters are not typically parked for long periods of time at any single destination.
- Rented scooters are involved in numerous “fender bender” accidents.
- The operators of rented scooters do not obey traffic laws as fully as the operators of cars and even rented, full size motorcycles.
- The operators of rented scooters do not often travel outside the City and off the “island.”
- It is obvious that operators of rented scooters enjoy the experience of moving freely about the City in the fresh air and sunshine, weaving spontaneously through traffic and neighborhoods, and share that joy with their companions when riding in groups: they often point at things, look around, change positions relative to each other and to adjacent traffic, ride more than two abreast, play “leapfrog” with each other, and make sudden moves and turns when excited by something of interest.
- There is substantially less rental and operation of scooters in the rain, especially the groups of scooters, which fact the Council finds indicates that the scooters are rented for amusement, not transportation.

WHEREAS, based upon the forgoing facts and their personal observations and knowledge of the use of rented scooters confirmed by police patrol officers, the Council finds that rented scooters within the City, and on the greater beaches island as well, are used primarily for entertainment and fun, and not transportation from one place to another; and

WHEREAS, the City Council finds that rented scooters serve as a valuable amusement for tourists on Panama City Beach and contribute to the fact that Panama City Beach truly is a “Real. Fun. Beach;” and
WHEREAS, based upon traffic and accident analysis of its staff, the Council also finds, however, that the operation of rented scooters poses a danger to the operators, and in the long run, to the tourism economy of Panama City Beach as a leisure destination because:

- Rented scooters are so popular that their sheer numbers are increasing, while at the same time the beach community is experiencing rapid residential, accommodation and retail growth that is placing ever increasing numbers of vehicles on the limited number of roads within the City; in short the City roads do not have as much room for rented scooter operators to “play in the road” as they once did.

- Rented scooters fall down far more than owner operated or even rented motorcycles, in part because they have small diameter tires with less stabilizing centrifugal force than motorcycles and in a sharp turn tend to fall over or drop, especially if an inexperienced or surprised rider on the rear fails to anticipate and lean into the turn and allows himself or herself to lean to the outside of the turn; and

- The actions of the operators of rented scooters too often demonstrate that they have become so enthralled with the fun of the ride that they have forgotten that they are operating a motor vehicle in traffic.

- Although City residents have learned to anticipate the erratic operation of rented scooters on the road, the many, many visitors who operate their cars on Panama City Beach do not have the benefit of that experience.

- Each summer season the automobiles of numerous visitors are damaged, many only slightly but still damaged, by “fender-bender” collisions with at fault, rented motor scooters; and

- In 2014 two marked Panama City Beach Police cruisers were hit by at fault, rented motor scooters in separate accidents damaging the vehicles and causing minor injuries to the operators.

- Rented scooter operators literally play in the road on Panama City Beach.

- In the long run, failure to restrain and normalize the operation of rented scooters will adversely affect tourism and the economy of Panama City Beach by giving visitors the impression that the City cannot control its traffic and sending visitors home with dented cars and trucks, regardless of who pays for the repairs.
• The City does not have the resources to police or baby-sit all the many operators of rented scooters now on the roads in the City; and

• More importantly, the vacation and leisure destination image of the City would not be well served by attempting to overwhelm these young riders through superior police force, even if it could be done.

WHEREAS, the City has attempted through various means over the years to alter the behavior of rented scooter operators by requiring the rental businesses to do various things, and the businesses themselves have a vested interest in altering the behavior of their customers to protect their investment in the scooters, but as one rental business operator put it during a public hearing upon the new 2014 regulations, no matter what his business does or tells its customers, the “kids are going to do what they want once they hit the street” or words to that effect, and the Council finds that that to be true, unfortunately; and

WHEREAS, the City is authorized to prohibit the rental of scooters within the City and believes the Board of County Commissioners would follow suit, which would eliminate the associated dangers and long term economic risks, but to do so would also eliminate an important recreational and amusement outlet for the tourism industry; and

WHEREAS, the City finds that the number of rented scooter at-fault accidents is increasing; and

WHEREAS, it is not unusual for the City, especially the police department but administration as well, to be contacted by a visitor requesting assistance in obtaining payment for repairs from a local rental business whose scooter was at fault in damaging the visitor’s vehicle; and

WHEREAS, the City finds that uninsured scooters create a burden upon visitors whose vehicles are damaged, and threaten to tarnish the reputation of Panama City Beach as a responsible vacation destination because visitors whose vehicles are hit by a scooter are unable to return home and repair the damage at an insurer’s expense; instead they must either seek recovery long distance from the Panama City Beach scooter rental business, file a claim with their own compensation carrier (and suffer the deductible) or simply pay for the repair out of pocket;

WHEREAS, the City Council has found that the City must assist these persons, not only
because it is the right thing to do since they are here only a short time, but also in order to protect
the reputation of the City as a vacation destination, and that assistance consumes time and
resources, typically police resources, that are lost to other matters, including criminal
investigations; and

WHEREAS, through a series of public hearings and discussions, and the adoption of
three ordinances, Ordinance 1310 (adopted May 8, 2014), Ordinance 1312 (adopted July 10,
2014) and Ordinance 1315 (adopted August 28, 2014), the City studied and embarked upon an
innovative legislative approach to gain the attention of the operators of rented scooters and
modify their behavior in order to avoid outlawing this form of amusement altogether; and

WHEREAS, this new approach seeks to gain the attention of the operators of rented
scooters and modify their behavior through a two pronged attack upon the problem: first, the
renters are required to read, sign and carry a safety brochure spelling out the do’s, don’ts and
basic rules of the road, and second, the renters are required to wear a safety vest clearly marked
"RENTAL;" and

WHEREAS, to supplement both those requirements the businesses are required to post a
large sign telling the renters that failure to have the signed form in their possession and to wear
the vest while operating the scooter is a municipal offence; and

WHEREAS, the purpose of these new requirements is itself twofold: first, to remind the
renters in a continuing way that they are not just on a joy ride by having them read a clear
reminder of the do’s and don’ts and having them don a conspicuous vest that will constantly
remind them that if they choose to ignore the law or do something reckless, they will stand out
from the crowd of other vehicles, and, second, to let other drivers easily see and know that the
rental operators are not ordinary drivers transporting themselves from one place to another, but
are in fact drivers operating temporarily rented scooters in a vacation town full of visitors; and

WHEREAS, it is common knowledge that rented scooters serve as entertainment and
sightseeing amusements in resort communities and vacation destinations such as Panama City
Beach, probably without a vest requirement, but the Council finds for all the reasons set out in
these recitals that the combined effect of the great numbers of rented scooters on Panama City
Beach, the heavy increase in all traffic on the beach, and the youthful demographic of the rental
customers themselves has created a special condition that requires experimental regulations to
create an incentive and reminder for those young customers to modify their behavior on their own; and

WHEREAS, all but one business on the beach made an effort to follow the vest rule, many vests were worn without objection, and according to the observations of patrol officers and the personal experience of the Council members, the driving of the operators wearing the vests did, in fact, improve; and

WHEREAS, the Council has been advised that the state constitution authorizes the City to enact local laws for a municipal purpose, except as otherwise provided by the legislature, and that this grant of Home Rule authority has been both executed and limited by the legislature through Chapter 166, the Home Rule Powers Act; and

WHEREAS, the Council has been advised that the Home Rule Powers Act prohibits the City from “enacting any law on a subject expressly preempted to the state by general law [statute]”, FS 166.021(3) (c); and

WHEREAS, the Council has been advised that “it is the legislative intent in the adoption of this chapter [FS Ch. 316, The “Florida Uniform Traffic Control Law”] to make uniform the traffic laws to apply throughout the state and its several counties and uniform traffic ordinances to apply in all municipalities” and that with respect to traffic laws, general law provides that “The provisions of this chapter [FS Ch. 316] shall be applicable and uniform throughout this state and in all political subdivisions and municipalities therein, and no local authority shall enact or enforce any ordinance on a matter covered by this chapter unless expressly authorized.” FS 316.02 and 316.07; and

WHEREAS, the Council is also aware that the legislature in Chapter 316 also has expressly “recognize[d] that there are conditions which require municipalities to pass certain other traffic ordinances in the regulation of municipal traffic that are not required to regulate the movement of traffic outside such municipalities” and that one of the “areas” in which the City is expressly authorized to act is “Adopting and enforcing such temporary or experimental regulations as may be necessary to cover emergencies or special conditions.” (emphasis supplied) FS 316.002 and 316.007; and

WHEREAS, scooters rented in the City are used primarily as amusements and not transportation; and
WHEREAS, scooters rented in the City are primarily used entirely within the City and the adjacent unincorporated areas of the County which are subject to the same regulations contained in this Ordinance, and not as vehicles for transportation between local jurisdictions; and

WHEREAS, the 2014 new approach to changing the behavior of operators of rented scooters evolved through the adoption of three ordinances and at least six public hearings and discussions of many options and alternatives; and

WHEREAS, the City is not scheduled to update its Code in the immediate future and so to avoid any confusion and simplify the application of the 2014 law as the industry prepares for the 2015 season, the City desires to readopt this law as the final statement of the law and principles adopted through Ordinances 1310, 1312 and 1315; and

WHEREAS, by adopting his Ordinance the people of the City will have yet another opportunity to express their opinion on this legislation; and

WHEREAS, the City is aware of a suit filed against it contesting the first of the three 2014 Ordinances and has been advised that the plaintiff intends to amend the suit to address the final form of the law; and

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

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

SECTION 1. From and after the effective date of this ordinance, ARTICLE VI of Chapter 22 of the Panama City Beach Code of Ordinances is readopted to read as follows:

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 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 the City understands that the rental about to commence is more of an amusement ride than transportation, (ii) that 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.

(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:

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

(e) 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.

(f) 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)).

Sec. 22-101. Reserved.

Sec. 22-102. Itemization of damage claims.

No person or business renting, leasing or hiring within the City a motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle, shall make any charge for damage to such vehicle without first delivering to the customer a written, itemized statement of such charge, separately stating each replacement part and its cost, all labor costs, and any other charge made, and one or more color photographs clearly depicting the damaged parts. No additional charge may be made for such statement and photographs.

Sec. 22-103. Threat of arrest.

No person or business renting, leasing or hiring within the City a motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle, shall threaten a customer with arrest or criminal prosecution for refusal to pay a damage claim or any other charge.

Sec. 22-104. Limitations on deposits; Cross-collateralization prohibited; exceptions.

(a) No person or business renting, leasing or hiring (hereafter in this section "renting" or "rental") a self-propelled vehicle intended to be operated upon a public street shall accept anything of value as security or collateral for the full performance of the rental agreement therefor (hereafter in this section a "deposit"), other than (i) cash, or (ii) a credit card invoice upon which a maximum amount is clearly written, and in either case not exceeding the amount per vehicle set forth in subsection (d). The fee paid by a
customer as consideration for the rental is not a deposit.

(b) Any value transferred to a person or business renting a vehicle within the City in connection with such rental shall be conclusively deemed to be a deposit within the meaning of the forgoing prohibition whenever the circumstances of the rental provide or reasonably infer that such value will be returned to the customer if the customer fully performs the customer’s obligations under the rental agreement, including the obligation to pay the cost to repair any damage or loss sustained by the vehicle during the rental period. Nothing herein shall prohibit such person or business from collecting a non-refundable, voluntary fee to limit a customer’s liability in the event of damage or loss to the rented vehicle, such a fee not being a deposit; however, any value held to secure satisfaction of the customer’s liability so limited is a deposit within the meaning of the forgoing prohibition.

(c) No person or business renting within the City a self-propelled vehicle intended to be operated upon a public street shall permit or require the cash or credit card deposit given by one or more persons, individually or jointly, with respect to one or more vehicles to be applied in excess of the amount per vehicle set forth in subsection (d).

(d) Maximum deposits permitted:

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Deposit Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moped (2 or 3 wheel, less than 50cc)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Electric Car or Dune Buggy (3 or 4 wheel)</td>
<td>$300.00</td>
</tr>
<tr>
<td>Motorcycle (50cc or greater)</td>
<td>$500.00</td>
</tr>
<tr>
<td>All other vehicles</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Sec. 22-105. Registration and inspection.

(a) Each motorcycle, motor scooter, moped or any other two- or three-wheeled, self-propelled vehicle, rented, leased or hired within the City a shall be inspected and registered annually with the Chief of Police at the offices of the Police Department at such times as shall be specified by the Chief. The annual application for registration shall include:

(1) The name, residence and mailing address of the owner, and
(2) The name, location and mailing address of the rental, etc. business, and
(3) A description of each type of vehicle to be rented by the business, including make, model and manufacturer, engine displacement, maximum break horsepower, maximum seat height from ground, and whether equipped with pedals to permit propulsion by human power, and
(4) The approximate number of vehicles of each type to be rented by the business, subject to a continuing obligation to promptly advise the Chief of Police of any
material change in such number, and

(5) A description of each type of protective headgear and eye protective device to be used, including manufacturer, make model and serial number, if any, and the approximate number of each type, and

(6) Evidence satisfactory to the City of the trust deposit or bond required by law.

(b) Each application shall be accompanied by a registration fee in the amount of fifty dollars ($50.00), plus one dollar ($1.00) for each decal furnished, to defray the cost of enforcing the regulations contained in this Article.

(c) Each registration shall expire on December 31 next following issuance, regardless of the date of issuance.

(d) Each vehicle to be rented pursuant to this Article shall be inspected by the Chief of Police or his designee to confirm that the throttle, brakes, lights, blinkers and horn are in apparent working order, that the vehicle has a current tag and does not appear to leak fuel.

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

Sec. 22-105.5. Enforcement and Penalties.

(a) The City finds that a violation of any section of this Article, except Section 22-105, presents a serious threat to the public health, safety and welfare which is irreparable and irreversible and of an itinerant or transient nature.

(b) Each violation of this Article shall constitute a separate, civil infraction within the meaning of Florida Statutes Chapter 162, Part II, punishable by a civil penalty in the amount specified below unless a different amount is specified in the section violated.

First violation of this Article: $100.

Second violation of this Article: $200.

Third and all subsequent violations of this Article: $500.

Unless otherwise specified, a person who does not contest the civil citation for violation of this Article shall be subject to a civil penalty in the following amount:

First violation of this Article: $50.

Second violation of this Article: $100.

Third and all subsequent violations of this Article: $250.

The penalty for uncontested civil citations may be paid directly to the City Clerk.

(c) This Article may be enforced by the issuance of a civil citation by a sworn police officer of the City who has reasonable cause to believe that a person has violated any section of this Article. All sworn police officers of the City shall be considered code enforcement officers for the purpose of enforcing every section of this Article. A citation issued under
any section of this Article may be contested in the county court for Bay County, Florida. The civil citation shall contain the matters specified in § 162.21 Florida Statutes (2013), or subsequent, superseding legislation, in form approved by the Chief of Police. Any person who willfully refuses to sign and accept a citation issued pursuant to this section shall be guilty of a misdemeanor of the second degree, punishable as provided in §§ 162.21(6), 775.082 & 775.083, Florida Statutes or subsequent, superseding legislation. In addition to the penalties specified in this Article, a person voluntarily paying a civil citation or convicted of a civil citation shall be required to bear all costs and fees imposed by the County Court or the office of the Clerk.

(d) The penalties provided here are cumulative to any other civil or criminal penalties available for violation of this the Panama City Beach Code of Ordinances or state law.

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 in _________________ on the ____ day of ________, 2014.
POSTED on pchgov.com on the ____ day ________, 2014.

______________________________
HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #10,

PLAT APPROVAL-ORDER 02-PL-15
Memorandum

To: Mario Gisbert  
CC: Mel Leonard, Holly White  
From: Al Shortt, Amy Myers  
Date: December 4, 2014  
Subject: Plat – Pier Park North

A quasi-judicial hearing will be held during the December 11, 2014, Council meeting to consider approval of a plat subdividing land within the City. The sole issue to be determined at the hearing is whether the plat conforms to the technical requirements of state and local law, all of which are objective. If the plat meets the applicable requirements, typically the owner is entitled as a matter of law to have it approved so that it may be recorded and serve as the future, sole basis to describe the lands located within the plat. In this plat, the horizontal improvements dedicated to the public have been constructed. The Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code.

The subject plat of Pier Park North proposes to subdivide a parcel of land into 2 commercial lots. The parent parcel was previously split to create the “Rooms To Go” parcel, which is not a part of this plat. Whisper Dunes is located on the north side of Panama City Beach Parkway between North Pier Park Drive and Powell Adams Road.

Staff has reviewed the subject plat and determined that it does meet applicable requirements, and has prepared in advance the attached draft quasi-judicial order approving the plat.

The purpose of the hearing is to give the public notice of the subdivision of land and an opportunity to point out any technical deficiencies in the plat. The public is not entitled to prohibit an owner from lawfully subdividing his or her land. If no one appears at the hearing to object to the plat, the law permits the Council to simply follow the form of the attached order and receive in the record the minimum evidence necessary to enter the order.
CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH

IN RE: REQUEST TO SUBDIVIDE 56.1694 ACRES OF LAND
Submitted by CASTO SOUTHEAST REALTY SERVICES
PARCEL NO. 32739-030-020
PROPERTY LOCATED northeast of the intersection of Pier Park Drive and Panama City Beach Parkway
PANAMA CITY BEACH, FLORIDA

QUASI-JUDICIAL HEARING on FINAL SUBDIVISION PLAT OF
PIER PARK NORTH

02-PL-15

ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on December 11, 2014, hereby makes the following Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. Upon original application of Casto Southeast Realty Services on behalf of Panama City Beach Venture II, LLC, the owner of 56.1694 acres of real property located northeast of the intersection of Pier Park Drive and Panama City Beach Parkway, to subdivide such land, the City approved the undated preliminary plat of Pier Park North, received October 8, 2014.

2. Upon receipt of the final plat of Pier Park North, the City Council, on December 11, 2014, held a Quasi Judicial Hearing on the plat embodying the proposed subdivision of land, at which competent substantial evidence consisting of testimony and documentation was received.

FINDINGS OF FACT

3. Notice of the December 11, 2014, hearing was properly given.

4. The subject property is located entirely within the corporate City limits.
5. There are no improvements to be dedicated to the City. The Stormwater Facilities have been fully constructed and inspected by the City.

6. The City Planner is qualified to express an opinion on the matters addressed herein related to the City’s Comprehensive Plan and Land Development Code.

7. The face of the plat contains the title certificate of Chicago Title Insurance Company, that title to the lands to be platted is in the name of Panama City Beach Venture II, L.L.C and that there are no unsatisfied mortgages encumbering the lands to be platted other than from U.S. Bank, National Association, as shown thereon.

8. The face of the plat contains the surveyor’s certificate confirming that the plat was prepared in accordance with the requirements of Chapter 177.

CONCLUSIONS OF LAW

9. Pursuant to Section 177.071, Florida Statutes and Sections 10.04.03 and 10.07.02 of the City’s Land Development Code, the City Council has jurisdiction to conduct a quasi-judicial hearing on this matter and determine whether to approve or deny the plat, based exclusively upon whether the plat conforms to the requirements of law and the City’s land development regulations.

10. Based upon the uncontradicted testimony of the City Planner, the proposed subdivision request complies with all procedural requirements of the City’s Land Development Code, the requested subdivision of land is substantively consistent with the City’s Comprehensive Plan and the requested subdivision of land is substantively consistent with the City’s Land Development Code.

11. Based upon the uncontradicted certification on the face of the plat, title to the lands to be platted is in the name of Panama City Beach Venture II, L.L.C. and that there are no unsatisfied mortgages encumbering the lands to be platted other than U.S. Bank, National Association, as shown thereon.

12. Based upon the uncontradicted certification on the face of the plat, the plat was prepared in accordance with the requirements of Chapter 177 and, accordingly, that monuments for each of the lots had been set.
THEREFORE, IT IS ORDERED AND ADJUDGED that the subject request to subdivide land is hereby GRANTED and accordingly, the captioned plat of PIER PARK NORTH is hereby APPROVED as presented.

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

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

DONE this __ day of December, 2014.

____________________________________
MAYOR GAYLE F. OBERST

ATTEST:

____________________________________
HOLLY J. WHITE, CITY CLERK
PIER PARK NORTH
PORTION OF SECTION 47 AND 48
TOWNSHIP 2 SOUTH RANGE 8 WEST
CITY OF PANAMA CITY BEACH
FLORIDA
DECEMBER 2014

ASSOCIATES INC.
ARCHITECTS

SHEET 1 OF 2 SHEETS
DEDICATION AND APPROVAL:

[Diagram of the PIER PARK NORTH development plan with various sections and labels indicating directions and specifications.]

AGENDA ITEM # 10
REGULAR AGENDA
ITEM #11,

RESOLUTION 15-14
RESOLUTION 15-14

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF SIX PORTABLE RADIOS FROM MOTOROLA SOLUTIONS, IN THE TOTAL AMOUNT OF $21,015 TO BE PAID FROM THE FDLE JUSTICE ASSISTANCE GRANT; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT AND EXPENDITURE OF FUNDS FOR THIS PURPOSE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has been awarded $21,015 from the Florida Department of Law Enforcement Justice Assistance Grant; and

WHEREAS, the City’s police department would like to use this grant money to purchase five portable 800 MHz portable radios for sworn officers and a police mobile radio for the Surf Rescue Boat; and

WHEREAS, neither the receipt of the grant nor the radios were anticipated when the budget was prepared, such that this revenue and these expenses were not included in the budget for FY 2014-15; and

WHEREAS, the City finds and determines it is necessary and appropriate to expend funds for these purposes, and to amend the City budget to reflect the receipt and expenditure of this money.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain agreement between the City and Motorola Solutions for the purchase of six portable 800mhz radios, in the total amount of Twenty One Thousand Fifteen Dollars ($21,015), on substantially the terms set forth in the attached bid response, with such changes, insertions or omissions as may be approved by the City Manager, and his execution of such agreement shall be conclusive evidence of such approval.

2. The following budget amendment (BA#2) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2014, and ending September 30, 2015, as shown in and in accordance with the attached and incorporated Exhibit A.

3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of December, 2014.
CITY OF PANAMA CITY BEACH

By ______________________
GAYLE F. OBERST, MAYOR

ATTEST:

HOLLY J WHITE, CITY CLERK

AGENDA ITEM # 11

Resolution 15-14
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<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
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<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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<tr>
<td>TO</td>
<td>001-0000-331.20-30</td>
<td>Edward Byrne JAG</td>
<td>0.00</td>
<td>(21,015.00)</td>
<td>(21,015.00)</td>
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<tr>
<td>TO</td>
<td>001-2101-521.60-10</td>
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<td>TO</td>
<td>001-2101-521.64.20</td>
<td>Machinery and Equipment</td>
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<td>5,401.00</td>
<td>5,401.00</td>
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</table>

**Check Adjustment Totals:**
0.00 0.00 0.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To amend the budget to reflect award of Edward Byrne JAG grant for project 25 compliant radios and to amend the budget for expenditure of grant funds for intended purpose.

---

**ROUTING FOR APPROVAL**

Department Head: ___________________ Date: ____________

City Manager: ___________________ Date: ____________

City Clerk: ___________________ Date: ____________
The Honorable Gayle Oberst
Mayor
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413-2140

Re: Contract No. 2015-JAGC-BAY-4-R3-058

Dear Mayor Oberst:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of $21,015.00 for the project entitled, PROJECT 25 COMPLIANT RADIOS. These funds shall be utilized for the purpose of reducing crime and improving public safety. A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

As you may be aware, information from subgrants and performance reports are currently provided to the Department of Justice under the Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) to meet current federal transparency requirements. Contract and grant information is also provided to the State of Florida Department of Financial Services via the Florida Accountability Contract Tracking System (FACTS). This grant contract and all subsequent correlating information including general contract, performance, amendment/modification information and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida for transparency in government spending. If this grant agreement contains confidential or exempt information not subject to disclosure under public records law, Chapter 119, F.S., (such as disclosure of equipment for certain undercover operations that may result in sensitive information on grant documents) please contact the Office of Criminal Justice Grants for information or requesting exemption from public records disclosure.

Please complete and return the enclosed Certification of Acceptance to the Office of Criminal Justice Grants within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to reimbursement of any project expenditures.

Some costs require prior written approval from OCJG and/or the Department of Justice before beginning project activities including: sole source procurement in excess of $150,000; compensation for consultant services for rates in excess of $650/day ($81.25 per hour); publication plans; and purchase of automated data processing (ADP) equipment and software. A written request for approval is required if they are applicable to your project. You may also see a correlating special condition on your grant award in the Subgrant Information Management ONLINE (SIMON) system.

We look forward to working with you on this project. Please contact Planning Manager Annamarie Whatley at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PT/H/mk

Enclosures
SUBGRANT AWARD CERTIFICATE

Subgrantee: City of Panama City Beach
Date of Award: 10/24/14
Grant Period: From: 10/01/2014 TO: 09/30/2015
Project Title: PROJECT 25 COMPLIANT RADIOS
Grant Number: 2015-JAGC-BAY-4-R3-058
Federal Funds: $21,015.00
State Agency Match:
Local Agency Match: $0.00
Total Project Cost: $21,015.00
CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2000, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Authorized Official
Petrina Tuttle Herring
Bureau Chief

10/24/2014

( ) This award is subject to special conditions (attached).
Motorola Solutions  
Debbie Smith  
debbies@firstcomm.net  
850-445-7584

Bid Notice for Motorola Police Radios

The City of Panama City Beach hereby solicits sealed bids for the following equipment:

Five (5) - Motorola APX6000Li 700/800 Model 2.5 portable - Analog & P25 Trunking - radios (for police use) with the following requirements:

- Model H98UCF9PW6 N portable radio
- Add 3600 or 9600 Trunking, Model QA02756
- Add Advanced System Key-Software Key, Model QA01749
- Delete Standard Antenna, Model H112
- APX PSM 700/800 MHz Antenna, Model PMAF4002
- Charger, Model WPLN7080
- Public Safety Mic 24 in, Model PMMN4060
- Programming
- 3 year extended Warranty
- Shipping

$3,165.42 ea / $15,827.10

One (1) - Motorola APX7500 700/800 Marine Single Band Mobile - Analog & P25 Trunking - (for police use) with the following requirements:

- Model M30URS9PW1AN
- ENH: Software Astro Digital Cai, Model G806
- ENH: Software Smartzone/ Singletone, Model G51
- ENH: Project 25 9600 Baud Trunking, Model G361
- Add: 02 Control Head, Model GA00804
- Add: Control Head Software, Model G444
- Add: Dash Mount, Model G66
- Add: Antenna 3DB Low-Profile 764-870MHZ, Model G174
- Add: Water Resistant Microphone, Model G892
- Add: Water Resistant External Speaker, Model G831
- Add: Water Resistant Housing Enclosure, Model W15
- Programming
- Installation
- 3 year extended warranty
- Shipping

$ 5,187.90

Bids must be sealed and will be received until 12:00 p.m. (noon) Central Time, November 18th, 2014 at the City of Panama Beach Police Department, Attn: Rich McClanahan, 17110 Firenzo Avenue, Panama City Beach, Florida, 32413 and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any formality in bids received. All bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All bids shall be firm and for a period of 6 months after opening.

Advertisement Dates: Posted on website 11/5/14

All services to be performed by First Communications- Panama City

TOTAL

$21,015.00
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient
Organization Name: City of Panama City Beach
County: Bay

Chief Official
Name: Gayle Oberst
Title: Mayor
Address: 110 South Arnold Road
City: Panama City Beach
State: FL Zip: 32413-2140
Phone: 850-233-5108 Ext:
Fax: 850-233-5013
Email: goberst@pcbgov.com

Chief Financial Officer
Name: Holly White
Title: City Clerk
Address: 110 South Arnold Road
City: Panama City Beach
State: FL Zip: 32413
Phone: 850-234-5054 Ext: 2402
Fax: 850-233-5013
Email: hwhite@pcbgov.com
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency
Organization Name: Panama City Beach Police Department
County: Bay

Chief Official
Name: Drew Whitman
Title: Chief of Police
Address: 17110 Firenzo Street
City: Panama City Beach
State: FL Zip: 32413-2123
Phone: 850-233-5000 Ext:
Fax: 850-233-5013
Email: dwhitman@beachpolice.org

Project Director
Name: Richard McClanahan
Title: Lieutenant
Address: 17110 Firenzo Avenue
City: Panama City Beach
State: FL Zip: 32413
Phone: 850-233-5000 Ext: 6
Fax:
Email: rmclanahan@beachpolice.org
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: PROJECT 25 COMPLIANT RADIOS
Subgrant Recipient: City of Panama City Beach
Implementing Agency: Panama City Beach Police Department
Project Start Date: 10/1/2014   End Date: 9/30/2015

Problem Identification
Currently the Panama City Beach Police Department has 31 Reserve/Auxiliary Officers and about 25 portable radios available for those officers. They are required to pair up with a partner utilizing one radio between the two of them. This is a serious officer safety issue. This deficiency requires the purchase of 6 additional radios which until now has been cost prohibitive.

Our Marine Unit, consisting of a 31 foot Contender Police Surf Rescue Boat, does not have a police mobile radio. This is a mission essential item that needs to be rectified as soon as possible. Without a mobile radio, first responders cannot effectively coordinate a joint rescue response with other emergency personnel beachside.

Due to an aging and low inventory of portable radios, the Panama City Beach Police Department is in need of 6 portable 800 MHz analog & digital portable to maintain the desired level of interoperable communications and mission readiness. In addition, the Panama City Beach Police Department has less than 20 P25 compliant radios for 53 sworn officers. This grant will help us take another step towards becoming P25 compliant.

Like many other agencies across the country, difficult financial burdens have left little room within our budget to meet all the needs of our department. We believe if awarded these funds it will enable us to purchase a critical piece of equipment for our department. The 800 MHz/digital portable radios and mobile radio will be utilized in the field giving our officers effective communications with our police dispatch, local agencies, and other law enforcement jurisdictions. This will allow us to successfully provide critical service to the public and migrate to Project 25 interoperability.

Project Summary (Scope of Work)
The Panama City Beach Police Department proposes to utilize awarded funds to purchase and implement the following project: enhancement of portable communications by the purchase of 800 MHz/digital portable radios to include one 800 MHz/digital mobile radios. The 800 MHz/digital radios are Project 25 compliant with the capability to migrate from analog to digital operation. Project 25 is a suite of standards for digital radio communication for use by federal, state, and local public safety agencies to enable them to communicate with other agencies and mutual aid response teams in emergencies. The goal of Project 25 is to enable public safety responders to communicate with each other and, thus, achieve enhanced coordination, timely response, and efficient and effective use of communication equipment. Once purchased the 800 MHz/digital portable radios and mobile radio will be programmed to allow two-way radio communication of critical information through upgraded interoperability with local agencies. Then the radios will be delivered and immediately issued to police officers for their use. The 800 MHz/digital mobile radio will be installed for immediate
Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

use on the Police Marine Vessel. The Procurement Officer will place the radios into the Department's Inventory and immediately issued to officers for use. Each radio will electronically display the officer's information to the communication center whenever it is utilized. The radios will assist us in the required transition to P25 compliance standards. The radios are needed because our current radios will soon become obsolete, useable, and are not P25 compliant. The documentation to support /prove that the radios have accomplished our goals and met our objectives is the department's P25 compliant radio inventory list along with the non-P25 complaint inventory still in need of transition.
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?
Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?
Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.
Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.
Answer: N/A

Question: Do the Subrecipient and Implementing agencies understand that this is a cost-reimbursement agreement for satisfactory performance of eligible activities? Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement.
Answer: Yes
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Monthly

Federal Purpose Area: 001 - Law Enforcement Programs
State Purpose Area: A - Accomplishments: Includes any accomplishments during the reporting period.

Activity Description

Activity: Law Enforcement
Target Group: Law Enforcement
Geographic Area: Rural
Location Type: Police Department

Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1
Please briefly describe what your program’s accomplishments will be. Please include any benefits or changes to be observed as a result of JAG funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

Goal: Give officers the ability to have interoperability with other agencies by having Project 25 compatible analog/digital radios.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1
Will you be using the crimesolutions.gov website?

Goal: No

Objective: A3 - Report on subgrants from grantees other than FDLE

Measure: Part 2
If yes, enter grantee organization or agency name.

Goal: N/A

Measure: Part 1
Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not consider awards that you receive directly from USDOJ.

Goal: No
## Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

### Section 3: Performance

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<tr>
<th>State Purpose Area:</th>
<th>E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.</th>
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<td><strong>Activity:</strong></td>
<td>Equipment Purchases and/or Technology Investments</td>
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<td><strong>Target Group:</strong></td>
<td>Equipment Purchases and/or Technology Investments</td>
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<td><strong>Geographic Area:</strong></td>
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<tr>
<td><strong>Location Type:</strong></td>
<td>Police Department</td>
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</table>

### Activity Description

| Objective: | E1 - Report on JAG funding allocated for equipment and/or technology investments |
| Measure:   | Part 1                          |
| How much JAG funding has been allocated for equipment and/or technology investments? Please report in dollars ($) |
| Goal:      | $21,015.00                      |

| Objective: | E2 - Make equipment purchases and/or technology investments |
| Measure:   | Part 1                          |
| What types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: |
| Computer-aided Dispatch (CAD), Computers/Mobile Data Terminals, Computer Software, Emergency Medical Services (EMS), Equipment for Police Cruisers (including in-car radios and laptops), In-car/On-person Camera Systems, Less-lethal Weapons, Impact Weapons (batons, bean bag shotgun rounds, etc.), Chemical Weapons (CS gas, pepper spray), Energy Devices (tasers), Lethal Weapons (firearms); License Plate Readers; Mobile Access Equipment (for example, aircards for Verizon, Sprint, AT&T, etc.); Radios, Security Systems (station or evidence room), Tactical Vests/Body Armor, Undercover Surveillance Equipment (microphones, video), Vehicles, Video Observation (station, community, pole cams), Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify. |
| Goal:      | Radios                          |

Application Ref #: 2015-JAGC-2572  
Contract #: 2015-JAGC-BAY-4-R3-058  
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Objective: E3 - Achieve efficiencies or cost savings as a result of equipment purchases and/or technology investments

Measure: Part 1
Describe any efficiencies or cost savings that will be achieved as a result of an equipment purchase and/or technology investment.

Goal: We will achieve the ability to have digital communication capabilities.
Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.
Answer: N/A

Question: If "other" was selected for location type, please describe.
Answer: N/A
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly
Is the subgrantee a state agency?: No
FLAIR / Vendor Number: 596045116

Budget:

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Percentage

100.0
0.0
100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:
Expenses
800 MHz/Digital Radios to include all accessories, programming, and shipping fees.
Accessories: Charger, Public Safety MIC24?, APX PSM 700/800MHz Antenna
a.) 800 MHz/Digital Portable Radios: approximately five (5) units at $3,122.85 each equals approximately $15,614.25
Total Expenses $15,614.25

Operating Capital Outlay
800 MHz/Digital Mobile Radio to include all programming, and shipping fees.
Accessories: 02 Control Head, Dash Mount, Antenna 3DB Low-profile 764-870MHz, Water Resistant Microphone, Water Resistant External Speaker, Water Resistant Housing Enclosure
a.) 800 MHz/Digital Mobile Radio: one (1) unit at approximately $5,400.75
Total Operating Capital Outlay $5,400.75

Total Grant Award is: $21,015.00

The procurement process is by State Contract.
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?
Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?
Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.
Answer: $5,000.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.
Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.
Answer: N/A
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: ____________________________________________
Typed Name and Title: ____________________________________________
Date: ____________________________________________

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: ____________________________________________
Signature: ____________________________________________
Typed Name and Title: ____________________________________________
Date: ____________________________________________

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: ____________________________________________
Signature: ____________________________________________
Typed Name and Title: ____________________________________________
Date: ____________________________________________

AGENDA ITEM # II

Application Ref # 2015-JAGC-2572
Contract 2015-JAGC-BAY-4-R3-058
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.
REGULAR AGENDA
ITEM #12,

RESOLUTION 15-28
RESOLUTION 15-28

BE IT RESOLVED that the City hereby approves those certain recommendations prepared by Evergreen Solutions, LLC related to a proposed pay plan structure, position classifications and pay grade assignments for the City employees set forth therein, the implementation of which shall be phased in over a period up to two years, in substantially the form presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ______ day of ______ December ______, 2014.

CITY OF PANAMA CITY BEACH

By: ____________________________

Gayle F. Oberst, Mayor

ATTEST:

______________________________

Holly J. White, City Clerk

AGENDA ITEM # 12
MEMORANDUM

To: City Council
From: Mario Gisbert, City Manager
Subject: Salary Study
Date: December 5, 2014

On October 15, 2014, the City Council directed staff to review and verify the Pay Plan Study presented by Evergreen Solutions, and to return to Council a recommendation for its approval and implementation.

Since that time, the Department Heads have reviewed their individual departments and identified inconsistencies and provided clarifications and recommendations related to additional class titles that better service the proposed or current department organizational structure. Evergreen has updated their file with all of the information that was discussed with Department Heads and verified any change with the market and internal equity. Attached is the updated pay plan structure, and listing of job classifications that resulted from that effort.

Staff recommends we adopt the Proposed Pay Grade Assignments, which are “Capped at Peer Average.” (Please Note. Cap is for initial implementation, positive performance evaluations will provide for additional compensation opportunities.) Because the Pay Plan Study recommends some individual adjustments that are greater than 5%, staff further recommends these be phased in over 2 years.

In order to implement these new pay grade assignments, Staff will need to bring back to Council a Budget Amendment that accounts for the budget changes in the January meeting. The Budget Amendment will propose to make all adjustments and cap maximum adjustments to 5% or $5,000 whichever is greater.

Upon implementation of this solution all staff will be equal with the average public sector market peers. During January and February we will start the evaluation process. The evaluations will provide opportunities for all employees and management to better understand their salary goals and performance objectives.
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REGULAR AGENDA
ITEM #13,

RESOLUTION 15-37
RESOLUTION NO. 15-37

BE IT RESOLVED that the hourly rate of compensation of the Assistant City Attorney shall be increased from $175.00 per hour, to $190.00 per hour, effective January 1, 2015, and the appropriate officers of the City are authorized to pay invoices computed on that basis.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED, APPROVED, AND ADOPTED this 11th day of December, 2014.

CITY OF PANAMA CITY BEACH, FLORIDA

BY:  

Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk
December 2, 2014

Mario Gisbert
City Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

Re: Hourly Rate Increase

Dear Mario:

This will follow our conversation over the last few months confirming my revised hourly rate of $190.00, effective January 1, 2015. This is an approximate increase of 9%, which I understand is roughly consistent with the COLA raises approved by the Council for staff over the last 5 years.

My current rate of $175 became effective in January 2010 when I became a partner at my firm, pursuant to a rate structure approved by the Council in 2004. That rate structure, which sets a general hourly rate for partners (other than Doug and me) at $175, associates at $135, and paralegals at $70, would remain in place, as would our firm’s tradition of providing legal counsel for regular City Council meetings at the retained rate of $350 per month.

Doug and I remain mindful of the cost of legal services, and of the considerable resources you dedicate for it, and will continue to make every effort to work for you as efficiently as possible.

Very truly yours,

Amy E. Myers
REGULAR AGENDA
ITEM #14,

RESOLUTION 15-33
RESOLUTION 15-33

BE IT RESOLVED that the City hereby approves the Parks and Recreation Sponsorship Program, as shown in the attached and incorporated Exhibit A, together with the form of the agreement to be used for such sponsorships, in substantially the form attached as Exhibit B and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this __11__ day of __December__, 2014.

CITY OF PANAMA CITY BEACH

By: ____________________________
   Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk
Staff Report

December 11, 2014
To: City Council
By: Jim Ponek, Director of Parks and Recreation

Sponsorship Fees and Packages for the Parks and Recreation Department:

Staff is recommending to City Council to approve by resolution the sponsorship fees as per attachment A to begin January 1, 2015.

Staff with the help of the City Attorney is recommending to put in place a uniform Sponsor Package. These recommended sponsorship packages will stay consistent and cannot be changed without City Council approval.

City Attorney, City Manager and Finance Director have reviewed and approve these recommendations to City Council.
Panama City Beach
Parks and Recreation
Sponsorship Opportunities
Recommended to City Council December 11, 2014
Sponsorship Opportunities
These sponsorship packages are active for only one year, January 1 - December 31. Sponsorships must be renewed annually to remain active.

**Banner Sponsorship $300**
- One 3'x4' banner provided by the City of Panama City Beach Parks and Recreation Department will be hung at your choice of one of the following locations:
  1. Aquatic Center Front Fence
  2. Gymnasium
  3. North Baseball/Softball Complex Main Entrance
  4. Soccer Field Main Entrance Fence
  5. Miracle League Outfield Fence

**Outfield Banner Sponsorship $700**
- One 6'x8' banner provided by the City of Panama City Beach Parks and Recreation Department to be hung on the outfield fence in the North Baseball/Softball Complex.

**Aquatic Center – Backstroke Flags $2,500**
- Two 100ft. long nylon backstroke flags with your logo, will be provided by the City of Panama City Beach Parks and Recreation Department. The cost will be $2,000 for the purchase of the flags and $500 for annual advertising for a total of $2,500 sponsorship.

**Marquee Sponsorship (A) - $500**
- Marquee Sponsorship (A) can include scoreboards, buildings, facilities, playgrounds, fields, etc... 
  Sponsor provides one 5X4ft. sign to be hung at your choice of locations:

**Marquee Sponsorship (B) - $5000**
- Marquee Sponsorship (B) can include scoreboards, buildings, facilities, playgrounds, fields, etc at much larger scale... Sponsor provides marquee sign larger than 5X4ft. to be approved by City Manager. Sponsorship B is to also include a purchase for the facility that benefits the community.

**Youth Sports League Sponsorship $3,000**
- Youth sports league named after sponsor
- Logo on all uniforms for particular league
- TWO 3'x4' banners provided by the City of Panama City Beach Parks and Recreation Department to be hung at your choice of two of the following locations: Aquatic Center, Gymnasium, Soccer Fields, North Baseball/Softball Complex and Miracle League Fields.

**Youth Sports Leagues Scholarship Program $60**
- Youth Sports Scholarship will provide one participant a paid entry to any of our youth sports progr
Summer Concert Series Sponsorship Opportunities
These Sponsorship packages are active for the Summer Concert Series ONLY each year.

**Bronze Sponsorship $5,000**
- 10ft. booth space with ONE table, TWO chairs and a 10X10 tent, in reserved Summer Concert Series Sponsor area
- Sponsorships may be trade for services approved by the Director of Parks and Recreation.
- Small logo on all Summer Concert Series promotional items. Logo will be under the Silver and Gold Sponsor's logo.

**Silver Sponsorship $10,000**
- 10ft. booth space with ONE table, TWO chairs and a 10X10 tent, in reserved Summer Concert Series Sponsor area
- Sponsorships may be trade for services approved by the Director of Parks and Recreation.
- One 3'x4' Banner with logo purchased by our department to be hung on Stage as a Headliner Sponsor.
- A larger logo than Bronze on all Summer Concert Series promotional items. Logo will be under the Gold Sponsor's Logo.
- May provide up to five promotional giveaways and no more than two minutes of announcements for our MC to read at each Summer Concert Series show. Promotional giveaways to be approved by Parks and Recreation Director.
- VIP Parking privileges.

**Gold Sponsorship $15,000**
- Summer Concert Series Headliner Sponsorship
- 10ft. booth space with ONE table, TWO chairs and a 10X10 tent, in reserved Summer Concert Series Sponsor area
- One 6'x8' Banner with logo purchased by our department to be hung on Stage as a Headliner Sponsor.
- Sponsorships may be traded for services approved by the Director of Parks and Recreation.
- Larger logo than Silver and Bronze on all Summer Concert Series promotional items. Logo will be top of all promotional items as the main Concert Series Headliner Sponsor.
- May provide up to ten promotional giveaways and no more than five minutes of announcements for our MC to read at each Summer Concert Series show. Promotional giveaways to be approved by Parks and Recreation Director.
- VIP Parking privileges.

**In Kind Sponsorship**
- In-kind sponsors will be recognized at 50% of the retail value of equipment/products/services provided.
- Equipment/products/services can only make up 25% of the sponsorship level for sponsors above $10,000 level.
- The maximum level of recognition for 100% in-kind donations will be the $10,000 level.
SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Agreement") is entered into as of this ___ day of ______, 201__ (the "Effective Date"), by and between the City of Panama City Beach, a Florida municipal corporation (the "CITY"); and ____________________________, a __________________________, with a principal place of business at ____________________________ ("Sponsor").

WHEREAS, the CITY owns and operates the Frank Brown Park, Aquatic Center and Aaron Bessant Park Amphitheater (the "Recreational Facilities") where numerous community sports and entertainment events are held throughout the year, and it is the objective of the CITY to uniformly recognize those community sponsors who make those sports and entertainment Recreational Facilities and events possible; and

WHEREAS, Sponsor desires to provide cash and other consideration to the CITY in exchange for sponsorship recognition, and the CITY wishes to grant to Sponsor the sponsorship and ancillary benefits set forth in Exhibit A attached hereto (the "Sponsorship"), on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Sponsor’s Consideration. As consideration for the CITY’s grant of the Sponsorship to Sponsor, Sponsor shall pay to the CITY a sponsorship fee in the amount of ______________ 00/100 Dollars ($__________) (the "Sponsorship Fee"). The CITY shall not recognize the Sponsorship Fee if paid to the CITY in full. Payment of the Sponsorship Fee shall not be subject to offsets or deductions.

2. Sponsorship Benefits. For such consideration, Sponsor is hereby granted the Sponsorship benefits set forth in Exhibit A attached hereto.

3. Ownership and Control. Sponsor acknowledges that the CITY is the owner, organizer and operator of the Recreational Facilities(s) and that, as between the CITY and Sponsor, the CITY shall own all rights associated with the maintenance and promotion therewith, including, but not limited to, media exploitation rights of any kind, merchandise rights, and intellectual property rights (excluding Sponsor’s Marks and any copyrightable materials supplied to the CITY by Sponsor). Sponsor also acknowledges that, subject to the rights granted to it in Exhibit A, as between Sponsor and the CITY, the CITY shall have sole and exclusive control over the Recreational Facilities(s) and all decisions by the CITY regarding all aspects of the Recreational Facilities(s) shall be final and controlling. Sponsor acknowledges and agrees that sponsorship conveys no rights to use the Recreational Facilities for sponsor’s commercial activities not authorized in Exhibit A.

4. Term and Termination. The term of this Agreement shall commence as of the Effective Date and expire on December 31, 201__, unless earlier terminated pursuant to the terms hereof (the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement only if the other party breaches any term or provision of this Agreement and such breach is not cured within thirty (30) days of the breaching party’s receipt of written notice of the breach.

5. License Grants. Sponsor hereby grants to the CITY a United States, fully paid-up, royalty-free, limited, non-exclusive license to use certain of Sponsor’s trademarks and logos (the "Sponsor’s Marks") solely for the activities described and contemplated herein and as set forth on Exhibit A attached hereto; provided that all uses of Sponsor's Marks by the CITY shall be subject to Sponsor’s prior written approval. The CITY acknowledges that Sponsor’s Marks are trademarks of Sponsor and that Sponsor retains all rights in Sponsor's Marks. All uses of Sponsor’s Marks by the CITY shall inure to Sponsor. The license granted hereunder to the CITY shall immediately expire upon the termination or expiration of this Agreement.

6. Return of Items. Upon the expiration or termination of this Agreement, (a) the CITY shall promptly (i) deliver to the Sponsor all items bearing the Sponsor's Marks produced or used hereunder or (ii) at
the Sponsor's request, destroy such items or obliterate the Sponsor's Marks therefrom and furnish Sponsor with written confirmation of such destruction or obliteration. Notwithstanding anything in this Agreement to the contrary, the CITY may include Sponsor's name and logo in its presentation packages and press releases regarding the business relationship for up to one year beyond the effective date of termination or expiration.

7. Indemnification; Limitation of Liability.

(a) The City hereby agrees to indemnify Sponsor for claims brought against Sponsor only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. An action may not be instituted on a claim against the City unless the claimant presents the claim in writing to the City Manager within three years after such claim accrued or the City Manager denies the claim in writing. For purposes of this paragraph, the requirements of notice to the City Manager and denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. Notwithstanding any other provisions of this paragraph, the value of this indemnification is limited to the maximum sum of $200,000 as a result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of $100,000 for any claim or judgment or portions thereof. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by the City's sole negligence, and shall specifically exclude any attorney's fees or costs associated therewith.

(b) Sponsor shall indemnify, defend and hold harmless the CITY, its affiliates and subsidiaries, and their respective agents, employees, representatives, officers and directors from and against any and all claims, liabilities, lawsuits, actions, losses, costs, expenses or damages, including reasonable attorneys' fees and expenses, arising from, by any reason of, or in connection with Sponsor's breach of any representation, warranty or obligation under this Agreement or any act, omission or negligence of Sponsor relating to the performance of Sponsor's obligations to its employees or to third parties arising in connection with the activities contemplated by this Agreement.

(c) Notwithstanding any other provision of this Agreement; neither party will be liable to the other for consequential, indirect, incidental, punitive, or special damages of any kind unless (a) such party has engaged in willful misconduct or gross negligence or (b) such damages relate to a third party claim.

8. Representations and Warranties.

(a) Sponsor represents and warrants to the CITY that: (i) all promotional and other activities to be conducted by Sponsor hereunder shall be conducted in a safe and responsible manner in accordance with applicable local, state and federal laws and regulations, and in accordance with all third party agreements to which Sponsor is a party or by which it is bound; (ii) Sponsor is the authorized owner of the Sponsor's Marks and has the right to grant the CITY the license described herein and Sponsor's Marks do not violate or in any way infringe upon any interest or right (contractual, proprietary or other) of any third party; (iii) the execution, delivery and performance of this Agreement by Sponsor have been duly authorized by all necessary corporate or other action; (iv) it acknowledges that the CITY retains the right, at all times and at its sole discretion, to enter into additional sponsorship rights agreements with other individuals and entities; (v) it will use its best efforts to cooperate with the CITY and provide the CITY with all necessary assistance for the CITY's performance of its obligations under this Agreement; and (vi) none of Sponsor's promotional, marketing or advertising materials shall (A) be false, misleading or deceptive; (B) relate to illegal activity; (C) use explicit sexual material, obscene material or material harmful to minors; (D) advertise tobacco products or firearms; (E) include language which is obscene, vulgar or profane; (F) refers to instruments, devices, items, products or paraphernalia designed for use in connection with specific drug or sexual activities; or (G) depicts violence and/or anti-social behavior.
(b) The CITY represents and warrants to Sponsor that: (i) all promotional and other activities to be conducted by the CITY hereunder shall be conducted in a safe and responsible manner in accordance with applicable local, state and federal laws and regulations, and in accordance with all third party agreements to which the CITY is a party or by which it is bound; (ii) it is the authorized licensor of the CITY Marks and has the right to grant Sponsor the license described herein. The CITY Marks do not violate or in any way infringe upon any interest or right (contractual, proprietary or other) of any third party; and (iii) the execution, delivery and performance of this Agreement by the CITY has been duly authorized by the appropriate City officials or other action. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CITY SPECIFICALLY DISCLAIMS AND MAKES ABSOLUTELY NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RECREATIONAL FACILITIES(S) OR THE EVENTS, THEIR QUALITY, NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.


(a) Notices. Any notices required or permitted to be given by either party to the other under this Agreement shall be given in writing and delivered as follows: (i) in person; (ii) by registered or certified mail, postage prepaid, return receipt requested, (iii) by a recognized overnight courier service, or (iv) by facsimile (with confirmation of transmission) in each case to the persons, addresses and numbers set forth below, or to such other persons, numbers and addresses as the parties may designate to each other from time to time. Notices shall be deemed effectively delivered as follows: (i) at the time of delivery for notices given in person; (ii) three (3) business days after dispatch if sent by registered or certified mail; and (iii) one business day after dispatch if sent by overnight courier or facsimile.

To the CITY:

The City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413
Attn.: Mario Gisbert, City Manager
        Jim Ponek, Parks and Recreation Director
Fax: (___) _____

To Sponsor:

_____________________________

Fax: (___) _____

(b) Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties on the subject matter hereof, and all prior or contemporaneous agreements of the parties, whether oral or written, shall be deemed merged herein. This Agreement may not be modified or amended except by an instrument in writing duly executed by an authorized officer or member of the party to be charged.

(c) No Waiver. The failure of either party to enforce any of said party's rights under this Agreement shall not be deemed a continuing waiver and said party may, within such time as provided by applicable law, enforce any and all rights.

(d) Assignment. This Agreement is not assignable by any of the parties hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
(e) **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one Agreement. Signatures received by facsimile shall be the equivalent of originals.

(f) **No Joint Venture.** This Agreement shall not be deemed to create any joint venture, partnership or agency relationship between the parties. It is understood that each party to this Agreement shall be independent of the other and that neither party shall have the right or authority to bind the other party. Nothing contained in this Agreement shall be construed to be for the benefit of or enforceable by any third party, including but not limited to, any creditor of either party.

(g) **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or unenforceable, the remainder hereof shall remain in full force and effect.

(h) **Force Majeure.** In the event either party is unable to carry out its material obligations under this Agreement by reason of "force majeure" (as defined below) those obligations will be suspended during the continuance of the force majeure, provided the cause of the force majeure is remedied by the disabled party as quickly as practicable. The term "force majeure" means any event caused by occurrences beyond a party’s reasonable control, including, but not limited to, acts of God, fire, flood, non-appropriation, war, acts of terrorism or Federal, state, city or local government regulations, policies or actions enacted or taken subsequent to the execution of this Agreement. If the force majeure extends for more than 30 days and if any affected element of the Recreational Facilities(s) cannot be reasonably rescheduled, then Sponsor and/or the CITY, as the case may be, shall be entitled to terminate this Agreement upon written notice to the other party. No party shall be liable to any other party for lost profits, special, incidental or consequential damages incurred in the event of termination of this Agreement due to a force majeure event.

(i) **Governing Law: Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. In the event any dispute, suit, action or proceeding arises with respect to this Agreement, the parties irrevocably agree that it shall be brought in the state or Federal courts located in Bay County, Florida, and the parties hereto irrevocably submit to and accept the personal jurisdiction of those courts for the purpose of any such suit, action or proceeding and waive all other possible forums and any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, situs and/or venue are inconvenient or otherwise improper. Each party further agrees that process may be served upon such party in any manner authorized under the laws of the United States or Florida, and waives any objections that such party may otherwise have to such process. In the event of any litigation arising out of, in connection with, or related to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable fees and expenses of counsel for the prevailing party.

(j) **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREIN, PROVIDED, HOWEVER, THAT THE PARTIES HERETO AGREE THAT SUCH WAIVER SHALL NOT BE DEEMED TO CONSTITUTE A WAIVER OF ADJUDICATION BY A COURT HAVING APPROPRIATE JURISDICTION

(k) **Remedies.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be deemed an election of such remedy to the exclusion of other remedies. In the event of any breach or threatened breach of the provisions of this Agreement, the remedies at law of the non breaching party will be inadequate and such party will be entitled to its remedies at law.
(l) **Survival.** Any and all warranties, provisions, rights and obligations of the parties herein described and agreed to be performed subsequent to the termination of this Agreement shall survive the termination of this Agreement.

(m) **Review.** The parties and their respective counsel have reviewed this Agreement in its entirety and acknowledge that each has had a full opportunity to negotiate the Agreement’s terms. Therefore, the parties expressly waive any and all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the Agreement’s drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the Effective Date.

**THE CITY OF PANAMA CITY BEACH**

By: __________________________
Mario Gisbert, City Manager

**ATTEST:**

By: __________________________
City Clerk

**SPONSOR:**

By: __________________________

Name: __________________________

Title: __________________________
Exhibit A

General Sponsorship Benefits
REGULAR AGENDA
ITEM #15*,

RESOLUTION 15-34
RESOLUTION 15-34

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Real Estate Sales Contract between the City and Long Beach Resort Community Association, a Florida non-profit corporation, relating to the purchase of property located at 10511 Front Beach Road, for the purchase amount of Sixty-Three Thousand Nine Hundred Fifty Dollars ($63,950.00), in substantially the form of the documents attached and presented to the Council today, draft dated September 24, 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 11 day of December, 2014.

CITY OF PANAMA CITY BEACH

By: ____________________________

Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk

AGENDA ITEM # 15
Resolution 15-34
MEMORANDUM

To: Mario Gisbert, City Manager

From: John Alaghemand, P.E., Assistant City Manager/CRA Manager

Subject: Real Estate Sales Contract for Purchase of Right-of-Way from Long Beach Resort Community Association for the Front Beach Road Segment 2 Improvement Project

Date: December 5, 2014

As a part of the property acquisition efforts for the Front Beach Road Segment 2 Improvement Project, Chandler & Associates, Inc. has prepared an appraisal for a right-of-way strip along the Long Beach Community Association’s property on Front Beach Road (Exhibit A, parcels 63A and 63B). Based on the Appraisal, the estimated fair market value of the required property (approximately 1037 square feet) is $45,150.00. The City has previously approved a standard incentive schedule (Resolution 06-02) for calculating appropriate offers to landowners who willingly sell their land to the City for the right-of-way improvement purposes. The calculated incentive amount for the proposed property acquisition is $18,800.00 to be added to the appraisal estimated price, which brings the total purchase price to $63,950.00. The estimated purchase price of $63,950.00 has been accepted by the property owner, Long Beach Resort Community Association.

It is recommended that the Council approve the attached Real Estate Sales Contract to purchase parcels 63A and 63B (approximately 1,037 square feet) in the amount of $63,950.00 for the Front Beach Road Segment 2 Improvement Project and authorize the City Manager to execute the Contract.

Attachments: Resolution and Sales Agreement

AGENDA ITEM # 15
REAL ESTATE SALES CONTRACT

STATE OF FLORIDA
COUNTY OF BAY

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between LONG BEACH RESORT COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, ("Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01. Seller hereby sells and agrees to convey by statutory warranty deed (the "Deed"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

SEE ATTACHED EXHIBIT A—Description Parcel 63A and 63B (sometimes referred to as the "Property").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, and including any rights of Seller to any oil, gas, and other minerals, together with any improvements and fixtures situated on and attached to the Property or appurtenant thereto (all of such real property, leases, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.
ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of SIXTY THREE THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS ($63,950.00).

Deposit

2.02. Purchaser shall deposit with Harrison Sale McCloy, Chtd. the sum of Five Thousand Dollars ($5,000.00) as an Escrow Deposit that shall be credited to the Purchaser at Closing.

Payment of Purchase Price

2.03. Purchaser shall pay at Closing the sum of Fifty Eight Thousand Nine Hundred Fifty Dollars and no Cents ($58,950.00) in cash or certified funds.

ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing):

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser=s expense, a title insurance commitment (ATitle Commitment@). The Title Commitment shall commit to issue to Purchase an owner=s title insurance policy in an amount equal to the total Purchase Price of the

REAL ESTATE SALES CONTRACT - Page 2

September 24, 2014
Property upon recording of the deed hereinafter called for, free and clear of all liens and encumbrances except the standard exceptions or qualification usually printed in the title insurer=s commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released for all obligations under the Contract. Seller agrees that it will in good faith use due diligence to correct the title defect within the time provided.

**Access and Inspection Rights**

3.03. Purchaser may, prior to the Closing Date, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property (including, without limitation, environmental inspections, borings and physical samplings) as Purchaser deems necessary or desirable, and Seller shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.

Furthermore, from and during this Contract, Purchaser shall have the right to enter upon the Property for purposes of conducting any such inspections, tests, and investigations of the Property as Purchaser deems necessary or desirable and such right in Purchaser shall extend to Purchaser=s
agents, representatives, consultants, and contractors. Any damage to the Property or improvements caused by any such entry, inspections, tests, or investigations shall be repaired immediately by Purchaser. Purchaser shall indemnify Seller and hold Seller harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against Seller arising out of such entry, inspections, tests or investigations.

Buyer understands that it is purchasing the Property in as-is, where-is condition and that no stated or implied representations or warranties of any nature whatsoever have been made by the Seller pertaining to the size, shape, location or condition of the Property, or pertaining to the site, environmental matters, toxic waste, radon gas, etc.

ARTICLE IV
CLOSING

4.01. The Closing shall be at the offices of Harrison Sale McCloy, 304 Magnolia Avenue, Panama City, Florida, on or before [give 90 days from Council approval], unless the parties agree in writing to another date and place for Closing.

4.02. Real property taxes, water rates and sewer charges, and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days of each month, Seller to have the last day, to the date of Closing. Taxes for all prior years shall be paid by Seller. 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

REAL ESTATE SALES CONTRACT - Page 4

September 24, 2014
the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Purchaser.

4.03. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, other than the mortgage and liens in favor of The Bank which Seller shall discharge or release prior to Closing.

(b) Deliver to Purchaser an Affidavit of Non-Foreign Status of Seller executed by Seller.

(c) Deliver to Purchaser and the Closing Agent affidavits by knowledgeable persons that there are no liens and encumbrances, existing or contingent, against the Property.

(d) Deliver to Purchaser possession of the Property.

4.04. At the Closing, Purchaser shall:

(a) Deliver to Seller the cash portion of the Purchase Price.

4.05. Each party shall pay any attorney's fees incurred by such party. Purchaser shall pay for the following: documentary tax stamps affixed to the Deed; the cost of the Title Insurance Policy and related charges for examination, search and closing; and the cost of recording the Deed. All other costs and expenses of Closing the sale and purchase and loans shall be borne and paid by the party requesting the item or service.
ARTICLE V

LEGISLATIVE ACTION

5.01. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before [ ]. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

ARTICLE VI

BREACH BY SELLER

6.01. If Seller fails or refuses to comply fully with the terms of this Contract, because of failure to clear title, as outlined in Paragraph 3.02 contained herein, to Property or for any other cause other than Purchaser's default, Purchaser may, at its option, (a) rescind this Contract and recover from Seller the Deposit, or (b) proceed with this Contract and take the Property as-is, or (c) pursue a suit for specific performance.

ARTICLE VII

BREACH BY PURCHASER

7.01. If Purchaser shall default in the performance of any of the terms and conditions of this Contract, or if the Closing shall not occur through the fault of Purchaser, Seller may, as its sole remedy, retain the Deposit as liquidated damages, and this Contract shall be cancelled.
ARTICLE VIII
MISCELLANEOUS

Survival of Covenants

(a) The terms of this Agreement shall merge into the closing documents, notably, the deed, and shall not survive the Closing.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the addresses set forth herein below:

IF TO SELLER:
Steve Emmett, President
10511 Front Beach Road
P.O. Box 9622
Panama City Beach, Florida 32417

IF TO PURCHASER:
Mario Gisbert, City Manager
John Alaghemand, CRA Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32407

With Copy To:

Amy E. Myers, Esquire
Harrison Sale McCloy
304 Magnolia Avenue
Post Office Box 1579
Panama City, Florida 32402
Governing Law and Jurisdiction

(c) This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(g) Time is of the essence of this Contract. All times calculated in days hereunder shall be calendar days.

Attorney’s Fees
(h) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Date of Contract

(j) The term "date of this Contract" as used herein shall mean the latest of the dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which latest date shall be the date of final execution and agreement by the parties.
Executed on the dates set forth at the signatures of the parties hereto.

DATED as to Seller this 25 day of November, 2014.

Witnesses

SELLER:
LONG BEACH RESORT COMMUNITY ASSOCIATION, INC.

Steve Emmett, President

DATED as to Purchaser this ______ day of ______________, 2014.

ATTEST:

PURCHASER:
PANAMA CITY BEACH, FLORIDA

By: __________________________

Mario Gisbert, City Manager

Holly J. White, City Clerk

REAL ESTATE SALES CONTRACT - Page 10

September 24, 2014

AGENDA ITEM #15
EXHIBIT A

LEGAL DESCRIPTION:

DESCRIPTION: NEW PARCEL 63A

Commence at the Southerly most corner on the Southeasterly boundary line of Lot 1, First Addition to Long Beach as per plat recorded in Plat Book 2 page 21 of the Public Records of Bay County, Florida and thence run North 34 degrees 24 minutes 23 seconds East, along the Southeasterly boundary line of said Lot 1 and the projection thereof, 236.21 feet to a point on the Southerly right of way line of Front Beach Road (State Road 30), said point being on a curve concave to the Northeast, thence run in a Southeasterly direction along said Southerly right of way line and curve having a radius of 4616.75 feet, through a central angle of 06 degrees 54 minutes 52 seconds for an arc length of 557.15 feet, chord of said arc being South 70 degrees 54 minutes 54 seconds East 556.81 feet to a point, thence run South 70 degrees 06 minutes 34 seconds East, along said Southerly right of way line, 171.08 feet to a point, thence run South 74 degrees 54 minutes 20 seconds East, along said Southerly right of way line, 159.04 feet to an iron rod, thence run North 11 degrees 25 minutes 49 seconds East, along said Southerly right of way line, 23.59 feet to a nail & disc, said nail and disc being on a curve concave to the Northeast, thence run in a Southeasterly direction along said Southerly right of way line and curve having a radius of 4616.75 feet, through a central angle of 00 degrees 31 minutes 15 seconds for an arc length of 41.96 feet, chord of said arc being South 78 degrees 49 minutes 48 seconds East 41.95 feet to a spike nail marking the Northwest corner of the Long Beach Resort Management, LLP property as described in Official Record Book 2072 page 1139 of said Public Records, thence continue in a Southeasterly direction along said Southerly right of way line and curve having a radius of 4616.75 feet, through a central angle of 00 degrees 54 minutes 03 seconds for an arc length of 72.59 feet, chord of said arc being South 79 degrees 32 minutes 27 seconds East 72.59 feet to the Northeast corner of said Long Beach Resort Management, LLP property for the POINT OF BEGINNING, thence from said Point of Beginning continue in a Southeasterly direction along said Southerly right of way line and curve having a radius of 4616.75 feet, through a central angle of 00 degrees 40 minutes 27 seconds for an arc length of 54.31 feet, chord of said arc being South 80 degrees 19 minutes 42 seconds East 54.31 feet to a point, thence departing said Southerly right of way line run South 77 degrees 33 minutes 28 seconds West 45.31 feet to a x cut in concrete, said x cut being on a curve concave to the Northeast, thence run in a Northwesterly direction along said curve having a radius of 4633.75 feet, through a central angle of 00 degrees 07 minutes 08 seconds for an arc length of 9.60 feet, chord of said arc being North 80 degrees 05 minutes 09 seconds West 9.60 feet to an iron rod on the East boundary line of said Long Beach Resort Management, LLP property, thence run North 00 degrees 32 minutes 31 seconds East, along said East boundary line, 17.23 feet to the Point of Beginning.

DESCRIPTION: NEW PARCEL 63B

Commence at the Southerly most corner on the Southeasterly boundary line of Lot 1, First Addition to Long Beach as per plat recorded in Plat Book 2 page 21 of the Public Records of Bay County, Florida and thence run North 34 degrees 24 minutes 23 seconds East, along the Southeasterly boundary line of said Lot 1 and the projection thereof, 236.21 feet to a point on the Southerly right of way line of Front Beach Road (State Road said point being on a curve concave to the Northeast, thence run in a Southeasterly direction along said Southerly right of way line and curve having a radius of 4616.75 feet, through a central angle of 06 degrees 54 minutes 52 seconds for an arc length of 557.15 feet, chord of said arc being South 70 degrees 54 minutes 54 seconds East 556.81 feet to a point, thence run South 70 degrees 06 minutes 34 seconds East, along said Southerly right of way line, 171.08 feet to a point, thence run South 74 degrees 54 minutes 20 seconds East, along said Southerly right of way line, 159.04 feet to an iron rod, thence run North 11 degrees 25 minutes 49 seconds East, along said Southerly right of way line, 23.59 feet to a nail & disc, said nail and disc being on a curve concave to the Northeast, thence run in a Southeasterly direction along said Southerly right of way line and curve having a radius of 4616.75 feet, through a central angle of 00 degrees 31 minutes 15 seconds for an arc length of 41.96 feet, chord of said arc being South 78 degrees 49 minutes 48 seconds East 41.96 feet to a spike nail marking the Northwest corner of the Long Beach Resort Management, LLP property as described in Official Records Book 2072 page 1139 of said Public Records, thence departing said Southerly right of way line run in a Southwesterly direction along a curve having a radius of 137.33 feet, through a central angle of 05 degrees 03 minutes 04 seconds for an arc length
of 12.11 feet, chord of said arc being South 18 degrees 24 minutes 19 seconds West 12.10 feet to an iron rod
said iron rod being on a curve concave to the Northeast, thence run in a Northwesterly direction along said
curve having a radius of 4628.75 feet, through a central angle of 00 degrees 30 minutes 04 seconds for an
arc length of 40.49 feet, chord of said arc being North 78 degrees 49 minutes 13 seconds West 40.49 feet to
the Point of Beginning.
REGULAR AGENDA
ITEM #16*,

RESOLUTION 15-38
RESOLUTION 15-38

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 Holiday Resort PCB, Inc., a Florida non-profit corporation, relating to the purchase of property located at 11128 Front Beach Road improved with utilities necessary for the Front Beach Road Segment 2 Improvement Project, in a total amount of Three Hundred Seventy-One Thousand Four Hundred Seventy-One Dollars and Seventy-Six Cents ($371,471.76), in substantially the form of the documents attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of ___, 2014.

CITY OF PANAMA CITY BEACH

By: ________________________________
    Gayle F. Oberst, Mayor

ATTEST:

_______________________________
Holly J. White, City Clerk

AGENDA ITEM # 15-38
MEMORANDUM

To: Mario Gisbert, City Manager

From: John Alaghemand, P.E., Assistant City Manager/CRA Manager

Subject: Agreement for Purchase of Improved Drainage/Utility Easement from Holiday Resort PCB, Inc. for the Front Beach Road Segment 2 Improvement Project

Date: December 5, 2014

As a part of the property acquisition efforts for the Front Beach Road Segment 2 Improvement Project, Chandler & Associates, Inc. has prepared an appraisal for a 25 feet wide drainage/utility easement through Holiday-inn Sunspree’s parking lot on the north side of Front Beach Road (Exhibit A). Based on the Appraisal, estimated fair market value of the required easement (approximately 9,477 square feet) is $85,300. This easement is necessary for underground electrical, stormwater, and sanitary sewer conduits and to bypass the Holiday-Inn Tunnel under Front Beach Road.

To minimize business interruptions and inconvenience to the resort’s guests/customers, and to provide flexibility to schedule construction of improvements, the Property Owner has requested the Council’s consideration to purchase the required easement with improvements. The improvements will be constructed in accordance with the Front Beach Road Segment 2 Improvement Final Design. Using the design plans, GAC Contractors, on behalf of the Property Owner, submitted a cost proposal to staff for construction of improvements within the easement. Staff reviewed the GAC’s proposal and negotiated a lump sum cost in the amount of $286,171.76 for construction of improvements (Exhibit B).

Below is a cost summary of the proposed improvements and easements:

- Front Beach Road Seg 2 Drainage Easement $ 85,300.00
- Improvements Cost $286,171.76
- Subtotal $371,471.76

It is recommended that the Council approve the attached Agreement between the City and Holiday Resort PCB, Inc. for purchase of an improved 25 feet wide drainage/utility easement for the Front Beach Road Segment 2 Improvement Project and authorize the City Manager to sign the Agreement.

Attachments: Exhibits A, B and C Resolution and Developer Agreement
### HOLIDAY INN SUNSPREE DRAINAGE EASEMENT

<table>
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<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
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AGENDA ITEM #: 16
AGREEMENT

THIS AGREEMENT made this ______ day of _______________, 201__, by and between HOLIDAY RESORT PCB, INC., LLC, a Florida corporation, (hereinafter "Developer"), and the CITY OF PANAMA CITY BEACH, FLORIDA (hereinafter "City").

WITNESSETH:

WHEREAS, Developer proposes to construct certain right of way improvements along and within its property and City property and Front Beach Road (the “Project”), in conjunction with its repair and maintenance of the Holiday Inn Sunspree Resort (the “Development”). The Project includes both off site improvements constructed specifically to benefit the Development which will remain private (the “Development Specific Improvements”), and right of way improvements serving the transportation needs and redevelopment objectives of the City’s Community Redevelopment Agency which will be dedicated to the City for the benefit of the public (the “CRA Improvements”); and

WHEREAS, upon completion and certification of the Project, Developer intends to dedicate the CRA Improvements to the City and the City intends to accept the CRA Improvements from Developer, such that the CRA Improvements will become the property of the City, and controlled, maintained and operated by the City; and

WHEREAS, the City has approved plans and specifications for the location and installation of the Project.

NOW THEREFORE, in consideration of the mutual benefits contained herein and reliance upon these presents, the parties agree:

I. Conveyance of Real Property.

A. Developer agrees to convey to the City a 25’ wide permanent utility easement over those portions of Developer’s property where the Developer or Developer’s Contractor construct and install the CRA improvements, containing approximately 9477 square feet in the approximate location of the easement illustrated on attached Exhibit A.

B. Developer has requested conveyance of an easement from the City on a 20’ strip of land lying adjacent and immediately westward of Developer’s parking lot. If the City elects to convey any or all of its property interests in that strip of land, the value of
said conveyance to the Developer shall be offset against any amounts the City is obligated to pay to Developer pursuant to Section III of this Agreement.

II. Construction of Improvements.
   A. Project Described. The Developer and the City agree that the Project Improvements contemplate that the Developer will construct and install approximately 411 linear feet each of electrical conduit, 36” stormwater pipe, and 20” sanitary sewer pipe, under and across Developer’s parking lot facility located north of Front Beach Road.
   B. Design. Developer will construct the Project in accordance with plan prepared by Atkins North American, Inc., attached and incorporated as Exhibit B, which were reviewed and approved by the City in December 2014. Should any changes to the plans be required during the construction of the Project, the Developer shall be required to notify the City of the changes and receive the City’s approval of such changes prior to the changes being constructed or implemented. All right of way construction shall be performed in accordance with the City’s ROW standards and specifications.
   C. Construction Timeline. Developer may commence construction of the Project immediately upon execution of this Agreement by both parties, provided however, that Developer shall give the City a minimum of 48 hours notice before beginning construction within the Powell Adams Road right of way. Developer shall complete the Project and tender final certified as-buils to the City on or before August 31, 2015, in a form acceptable to the City. If City determines that the Project is not completed in accordance with the provisions of this Agreement, the City shall deliver written notice of such to the Developer. The Developer shall have thirty (30) days from the date of receipt of the City’s written notice, or such other time as the City and Developer agree in writing, to complete the Project and provide the City with written notice of the same. If the Developer fails to timely complete the Project, or if it is determined that the Project is not properly completed, the City, within its sole discretion may provide the Developer with written authorization granting such additional time as the City deems necessary.
appropriate to correct the deficiencies, or correct the deficiencies at the Developer’s sole cost and expense. If the City elects to correct the deficiencies, the actual costs incurred by the City to undertake and complete the installation of the CRA Improvements shall be offset against any amounts the City is obligated to pay to Developer pursuant to Section III of this Agreement.

D. General Liability Insurance Required. Developer or Developer’s contractor shall procure and maintain general liability insurance on policies and with insurers acceptable to City. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

Developer or Developer’s contractor shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Developers, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the “X” (Explosion), “C” (Collapse) and “U” (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

<table>
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<tr>
<th>Bodily Injury, Property Damage &amp; Personal Injury Liability</th>
<th>$5,000,000 Combined Single Limit Each Occurrence, and</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5,000,000 Aggregate Limit</td>
</tr>
</tbody>
</table>

The General Aggregate Limit shall be specifically applicable to this Project.

The Developer or Developer’s contractor shall add City as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Developer to the City prior to commencement of Project construction.

This insurance requirement shall not limit the liability of the Developer. The insurance coverages and limits required of Developer or Developer’s contractor under this Agreement are designed to meet the minimum requirements.
of City and the City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Developer’s interests or liabilities. Developer alone shall be responsible to the sufficiency of its own insurance program.

The Developer and the Developer’s contractor and sub-contractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Developer and the Developer’s contractor and sub-contractors expressly waive any claim against City arising out of or relating to any damage or loss of such property. The Developer is obligated to include, or cause to be included, provisions similar to this paragraph in all of the Developer’s contracts and its subcontractors’ contracts with their sub-subcontractors.

E. Maintenance Bond. Upon completion of the Project, Developer shall deliver a bond or other suitable security in a form approved by the City Attorney, in an amount that is ten percent (10%) of the cost of the CRA Improvements, ensuring that the CRA Improvements will remain free from defects in workmanship and materials for a period of one year. If prior to the expiration of one year after the date of acceptance of the CRA Improvements, any work is found to be defective, the Developer shall promptly, without cost to the City, and in accordance with written instructions issued by the CRA Engineer, either correct such defective work, or if it has been rejected by the CRA Engineer, remove and replace it with non-defective work. If the Developer does not promptly comply with the terms of such instructions, the City may have the defective work corrected or the rejected work removed and replaced and may enforce its rights under the maintenance bond. All direct and indirect costs of such correction, removal or replacement not reimbursed pursuant to said bond, including compensation for professional services, shall at the City’s option either be paid by the Developer to the City and or withheld from the costs to be paid to Developer pursuant to Section II. D. The maintenance bond shall be released to the Developer at the later date of twelve (12) months after acceptance of the Improvements by the City Council or completion of any maintenance or repair required by the CRA Engineer.
F. **Warranty.** Developer guarantees workmanship and material of the CRA Improvements for a period of one year after the City’s acceptance of the CRA Improvements. The Developer further agrees to defend, indemnify and hold harmless the City from any and all liability claims by a third party due to faulty workmanship and materials within the aforementioned one-year guarantee period.

G. **Acceptance of CRA Improvements.** City acceptance of the CRA Improvements (including utilities) shall be by Resolution of the City Council. The City Council shall accept the CRA Improvements only upon recommendation by the CRA Engineer following their completion, inspection and certification. The recommendation by the CRA Engineer shall be contingent upon satisfaction of each of the following conditions:

1. Fulfillment of the requirements for maintenance of the Improvements as outlined by this part;
2. An opinion by the City Attorney that satisfactory and proper conveyances of the CRA Improvements and any necessary property interests have been made by Developer to the City;
3. CRA Improvements have been completed and are in good repair, in accordance with approved plans and specifications reviewed by the CRA Engineer; and
4. As-built drawings dated, certified, and stamped by a registered Florida engineer have been submitted to and accepted by the CRA Engineer.

III. **Developer Compensation**

A. The City will pay the fees and costs reasonably incurred to effect the design, engineering, construction, installation and conveyance of the CRA Improvements and for the value of the real property interests necessary to perpetually maintain the same, to the Developer in the amounts mutually agreed upon by the parties and as more particularly set forth below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Front Beach Road Seg 2 Drainage Easement Value</td>
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<tr>
<td>Improvements Cost</td>
<td>$286,171.76</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$371,471.76</strong></td>
</tr>
</tbody>
</table>

Holiday Inn Easement Conveyance and Improvement Agreement
Page 5 of 12

AGENDA ITEM # 16
B. Payment Schedule.

1. The City shall pay Developer Three Hundred Seventy One Thousand Four Hundred Seventy One Dollars and Seventy Six Cents ($371,471.76) ninety (90) days after construction completion of the Project. No portion of funds shall be paid by City to the Developer until all CRA Improvements have been installed by Developer and accepted by the City.

2. The City shall have no obligation to pay Developer any amount in excess of the Improvements Cost, provided that the City shall pay the cost of any change orders with respect to the CRA Improvements which are necessitated by unforeseen conditions, required by the City, or necessary in order to comply with any requirements of governmental authority.

IV. Legislative Action. This agreement and purchase of real property is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before December 11, 2014. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

V. General Provisions.

A. Notice of Changes. Each party shall have the obligation of notifying the other party of any events or circumstances that will affect either party's ability to carry out their duties under this Agreement. Notice to the City shall be sent to:

Mario Gisbert City Manager
John Alaghemand, CRA
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413
Phone: (850) 233-5100
Fax: (850) 233-5108

with copy to:

Amy E. Myers, Asst. City Attorney
Harrison Sale, McCloy
B. Indemnification and Hold Harmless.

1. Developer shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the construction, installation, maintenance or repair of the Improvements by Developer or anyone claiming by, through or under Developer; or (ii) the breach of any of Developer's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Developer and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

2. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Developer under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Developer and shall afford the Developer and its counsel, at the Developer's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

3. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City’s sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
City's liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28, Florida Statutes.

C. **Time.** Time is of the essence in this Agreement.

D. **Remedies.** All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

E. **Attorneys Fees.** In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

F. **Assignment.** This Agreement is not assignable.

G. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

H. **Modification.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Developer.

I. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Florida. Venue for any action or proceeding to enforce the provisions of this Agreement shall be in the Circuit Court in and for Bay County, Florida.

J. **Termination.** The City may terminate this Agreement at any time by providing sixty (60) days prior written notice of termination to the Developer.

K. ** Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are not representations, warranties, covenants or other agreements among them.
IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names as of the day and year first above written.

WITNESSES:  

DEVELOPER  
HOLIDAY BEACH PCB, INC.  
a Florida corporation  

Name  
By:  
Its: President  

Name  

STATE OF Florida)  
COUNTY OF Bay  

The foregoing instrument was acknowledged before me this ____ day of ___, 201__, by ___________________________, President of Holiday Beach PCB, Inc., a Florida corporation, on behalf of that entity. She is personally known to me or has produced a _______________ state driver's license as identification.

Printed Name: ___________________________  
NOTARY PUBLIC, State of Florida  

[NOTARIAL SEAL]  

CITY OF PANAMA CITY BEACH  

Mario Gisbert, City Manager  

ATTEST:  

Holly J. White, City Clerk  

Approved as to Form:  

City Attorney  

Holiday Inn Easement Conveyance and Improvement Agreement  
Page 9 of 12  

AGENDA ITEM # 14
STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of ___________, 201__, by Mario Gisbert, as City Manager of the CITY OF PANAMA CITY BEACH, FLORIDA. He is personally known to me or has produced a ______________ state driver's license as identification.

Printed Name: ____________________________
NOTARY PUBLIC, State of Florida

[NOTARIAL SEAL]
REGULAR AGENDA
ITEM #17,

UPDATED FIRE
DEPARTMENT JOB
DESCRIPTIONS
The Fire Department has not had a realignment of structure since the late 1980's. The current organizational structure is outdated and lacks sufficient managerial and succession of rank structure. The requested changes require no additional hiring; only a reclassification of job description, pay grade, and testing of qualified employees. The Deputy Fire Chief was previously a position in the fire department under civil service that has not been filled since 1993. The Battalion Chief is a peer group reclassification of the current Shift Captain rank. The Captain position is the second in command of the shift under the Battalion Chief and in command in the Battalion Chiefs absence. The Driver Engineer position is for those firefighters on the shift that operate the fire apparatus (3 per shift). These positions are also under recommendation of the current pay study plan.

The current structure is as follows;

- Fire Chief
- Administrative Officer (held by a lieutenant)
- Fire Inspector (held by a Lieutenant)
- Shift Captain (3)
- Lieutenant (9 total, or 3 on each shift)
- Firefighter III
- Firefighter II
- Firefighter (probationary)

The new structure would be as follows Changes are in **bold**;

- Fire Chief
- **Deputy Fire Chief (currently the administrative officer)**
- Fire Inspector (**rank change to Captain**)
- **Battalion Chief (Change from Shift Captain, 3 total)**
- **Captain (3 total, promotion of 3 current lieutenants)**
- Lieutenant (6)
- **Driver Engineer (3 per shift, 9 total)**
- Firefighter/Paramedic
- Firefighter/EMT
The above org chart does not include the EMT or Paramedic designation with each step
Panama City Beach Fire Rescue
Job Description

Job Title: Fire Chief
Reports To: City Manager
Prepared By: Larry Couch
Approved By: City council
Pay Grade: 46

Department: Fire Department
FLSA Status: Exempt
Prepared Date: 5/1/14
Approved Date:

Summary Plans, directs, and coordinates activities of a fire department, including fire prevention and suppression, emergency medical services, disaster planning, and hazardous material mitigation by performing the following duties personally or through subordinate supervisors.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Develops, plans, and implements fire department goals, objectives, rules, regulations, and work methods that comply with Federal, State, and local laws and in response to assessment of community needs.

Establishes, within policy guidelines, appropriate service and staffing levels.

Coordinates, administers, and monitors fire and emergency response activities, personnel, and programs.

Provides consultation and staff assistance to city manager, city council and other governmental officials.

Supervises and participates in the development and administration of the fire department budget.

Directs the selection, supervision, training, development, and discipline of department personnel.

Evaluates fire prevention and fire control policies by keeping abreast of new methods and conducting studies of departmental operations.

Assumes personal command at multiple alarm fires.

Coordinates mutual fire protection plans, emergency responses, and other department activities with surrounding jurisdictions, other departments, and organizations.

Confers with officials and community groups and conducts public relations campaigns to present need for changes in laws and policies and to encourage fire prevention.

Directs investigations into causes of fires and inspections of buildings for fire hazards.

Makes final interpretation of fire and building regulations, ordinances, codes, and applicable laws to ensure compliance and consistency.

Coordinates and prepares a variety of plans, reports, presentations, and records.

Controls issue of occupancy permits and similar licenses.
Participates in employee relations activities related to the fire department, including providing advice and assistance for management negotiations.

**Supervisory Responsibilities**
Manages five subordinate supervisors who supervise a total of 28 employees in the Fire Department. Is responsible for the overall direction, coordination, and evaluation of these units. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**Competencies**
To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilizes others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.
Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Business Acumen - Understands business implications of decisions; Aligns work with strategic goals.

Cost Consciousness - Works within approved budget; Develops and implements cost saving measures; Contributes to profits and revenue; Conserves organizational resources.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educates others on the value of diversity; Promotes a harassment-free environment; Builds a diverse workforce.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.
Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

Qualifications. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience
Associate's degree (A.A.) or equivalent from two-year college or technical school; or six months to one year related experience and/or training; or equivalent combination of education and experience.

Language Skills
Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills
Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Reasoning Ability
Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
Computer Skills
To perform this job successfully, an individual should have knowledge of Database software; Internet software; Inventory software; Payroll systems; Spreadsheet software and Word Processing software.

Certificates, Licenses, Registrations
Current Florida Drivers licence
Florida Firefighter II Certification
A.S. Degree in Fire Science, Emergency Medical or Emergency Management
Florida State EMT and or Paramedic Certification

Other Skills and Abilities

Other Qualifications

Physical Demands. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; sit and talk or hear. The employee is frequently required to use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; extreme cold; extreme heat and vibration. The noise level in the work environment is usually moderate.

Sign_____________________________________

Date______________________________________
Panama City Beach Fire Rescue
Job Description

Job Title: Deputy Fire Chief
Prepared by: John Daly, Fire Chief
Approved by: City Council
Pay Grade: 43

Department: Fire Department
Prepared Date: 11/19/14
Approved Date:

WORK OBJECTIVE:

Under the general direction of Fire Chief, this is professional and administrative work with responsibilities for assisting in directing the activities of the Fire Department. Work involves assisting in the operational and management responsibilities for the administration, coordination and planning of all Department activities including career and paramedical services, manage (firefighter/emt/paramedic) reserves program, fire operations and suppression, support services, fire and EMS training, equipment and fleet purchases, hazardous materials and special rescue service activities within the limitation of laws, regulations, and policies of the City and the State of Florida. Management direction is exercised directly or through subordinate supervisors over all departmental employees. Responsibilities include fostering working relationships with other agencies and community groups.

ESSENTIAL FUNCTIONS:
The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

Assists the Fire Chief in the overall direction, planning and implementation of departmental goals and objectives; coordinates and integrates all activities toward achievement of established goals and objectives; develops and implements departmental policies and procedures.

Directs a staff of professional, technical, and support employees engaged in all phases of the operations and administration of short and long term fire prevention, fire inspection, and fire activities/programs for the City; identifies, develops and implements short and long term goals and programs consistent with the City’s goals and objectives.

Assists in the development and administration of departmental budget consistent with the City's goals and objectives, assuring compliance with financial management policies and procedures; monitors and evaluates systems for internal budget controls.

Researches Fire Department and emergency medical service budgetary requirements; drafts grant proposals; administers grant funding.

Provides professional direction and advising to departmental professional and technical staff.

Attends and represents department at various executive meetings for the dissemination of information; prepares departmental management meetings for dissemination of information; attends professional seminars, training conferences and meetings; represents the City’s Fire Department at various events, meetings or conferences.

Performs related duties as directed.
MINIMUM QUALIFICATIONS:
Education / Certifications / Experience –

Must maintain certification of at least a State of Florida EMT-B
Must maintain certification of at least a State of Florida Firefighter II
Valid Florida driver’s license and acceptable driving record.

Graduation from an accredited two-year college or university with major course work in Fire Science, Public Administration, or related field and ten (10) years of progressively responsible experience in paramedical or firefighting work, including six years at a supervisory level; or an equivalent combination of training and experience which would provide the following knowledge, abilities and skills:

Knowledge, Skills, & Abilities –

Thorough knowledge of Federal and State laws and regulations regarding handling of fire, medical emergencies, hazardous materials and rescue operations;

Thorough knowledge of paramedical services operations technology, practices and policies;

Thorough knowledge of management principles, methods and practices;

Considerable knowledge of basic light and heavy duty rescue techniques plus vehicular extrication procedures;

Ability to assist in the preparation of the departmental operating budget; ability to prepare specifications for the purchase of equipment and apparatus;

Ability to perform basic and advanced emergency medical procedures; ability to perform heavy and tactical rescue operations such as vehicle extrication, trench rescue, confined space rescue and vertical rescue;

Ability to organize, direct, monitor and evaluate the work of others;

Ability to establish and maintain an effective fire suppression workforce;

Ability to establish and maintain effective relationships with other City officials, employees, civic groups and the general public;

Ability to perform the physical aspects of this classification.

Physical Demands. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Tasks involve the intermittent performance of physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-50 pounds). Requires intermittent lifting, carrying, pushing, and/or pulling of heavier objects (80+ pounds).

Work Environment. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Some work is performed in usual office conditions with some exposure to disagreeable environmental factors, e.g., cleaning chemicals/fumes, mild temperature variations, dust. Some work is performed in outdoor environments. Due to the nature and location of the work environment, tasks include potential for intermittent exposure to disagreeable elements, e.g., heat, humidity, inclement weather. Some tasks include working in and around vehicle/equipment and lawn maintenance equipment, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents.

Sign__________________________________________  Date________________________
Panama City Beach Fire Rescue
Job Description

Job Title: Battalion Chief
Reports To: Fire Chief
Prepared By: John Daly
Approved By: City Council
Pay Grade: 38

Department: Fire Department
FLSA Status: Non except
Prepared Date: 8/21/14
Approved Date: 

Summary: Directs and coordinates firefighting activities of battalion of fire companies and/or directs the activities and programs of a division within a fire department by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Determines plan of action of fire companies responding to calls in fire, salvage, and rescue operations.

Enters fire site during fires to coordinate and supervise firefighting activities of companies on-site, and reports events to superior.

Directs rescue and evacuation activities.

Determines need for additional personnel and apparatus to control and extinguish fires.

Determines when fire is extinguished and fire grounds are secure.

Questions witnesses to determine cause and origin of fire.

Evaluates operations and practices used in fighting fires.

Plans for purchase of new equipment and use of new techniques in rescue, first aid, and firefighting operations.

Directs personnel in use of firefighting equipment.

Directs inspections of commercial buildings to ensure compliance with fire and safety regulations.

Inspects fire stations, equipment, personnel, and records of assigned companies to ensure efficiency and enforcement of departmental regulations.

Recommends awards for personnel for superior service.

Supervisory Responsibilities
Manages three subordinate supervisors who supervise a total of six employees in the Fire Captain and Fire Lieutenant. Is responsible for the overall direction, coordination, and evaluation of these units. Also directly supervises six non-supervisory employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
Competencies
To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Design - Generates creative solutions; Translates concepts and information into images; Uses feedback to modify designs; Applies design principles; Demonstrates attention to detail.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilizes others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.
Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educate others on the value of diversity; Promotes a harassment-free environment; Builds a diverse workforce.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions ; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.
Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals.; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

Qualifications. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience
Associate's degree (A. A.) or equivalent from two-year college or technical school; or six months to one year related experience and/or training; or equivalent combination of education and experience.

Language Skills
Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills
Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability
Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills
To perform this job successfully, an individual should have knowledge of Contact Management systems; Database software; Human Resource systems; Inventory software; Manufacturing software; Payroll systems; Spreadsheet software and Word Processing software.

Certificates, Licenses, Registrations
Florida Certified Firefighter I & II
Florida Certified EMT or Paramedic
FO I & FO II or Degree recognized by FL State Fire College (2016)
Current Florida drivers licenses
Other Skills and Abilities

Other Qualifications

Physical Demands. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear and taste or smell. The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to wet and/or humid conditions; outside weather conditions; extreme heat and vibration. The employee is occasionally exposed to moving mechanical parts; high, precarious places; extreme cold and risk of electrical shock. The noise level in the work environment is usually moderate.

Sign________________________________________

Date________________________________________
Panama City Beach Fire Rescue
Job Description

Job Title: Fire Captain
Reports To: Battalion Chief
Prepared By: John Daly
Approved By: City Council
Pay Grade: 36

Department: Fire Department
FLSA Status: Non-exempt
Prepared Date: 11/19/14
Approved Date:

Summary Supervises and coordinates the emergency and non emergency activities of a fire station on an assigned shift by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Responds to fire alarms and determines from observation nature and extent of fire, condition of building, danger to adjacent buildings, and source of water supply, and directs firefighting crews accordingly.

Supervises staff during responses to emergency fire, medical aid, hazardous material, rescue, and other situations unless relieved by a superior officer.

Plans, assigns, schedules, directs, and participates in station and equipment maintenance, fire prevention, inspection, paramedic services, and other assignments of the company.

Inspects station house, buildings, grounds, and facilities, and examines fire trucks and equipment, such as ladders and hoses, to ensure compliance with departmental maintenance standards.

Performs a wide variety of fire suppression and medical assistance tasks.

Contains, controls, and decontaminate hazardous materials spills.

Trains subordinates in use of equipment and methods of extinguishing all types of fires.

Evaluates efficiency of personnel.

Inspects commercial establishments in assigned district and reports fire hazards or safety violations to fire inspector.

Compiles report of each fire call, listing location, type, probable cause, estimated damage, and disposition.

Recommends corrective measures for fire hazards or safety violations to building owners.

Conducts fire drills for occupants of buildings.

Supervises and coordinates activities of fire companies fighting multiple alarm fire until relieved by superiors.

Writes and submits proposal for new equipment or modification of existing equipment to superiors.

Requisitions and approves purchases within delegated authority.

Prepares and maintains a variety of records and reports.
Supervisory Responsibilities
Manages two subordinate supervisors who supervise a total of six employees in the Fire Department. Is responsible for the overall direction, coordination, and evaluation of these units. Carries out supervisory responsibilities in accordance with the organization’s policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Competencies
To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Coordinates projects; Communicates changes and progress; Manages project team activities.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others’ ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others’ views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone’s efforts to succeed.

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilize others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.
Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Business Acumen - Alings work with strategic goals.

Cost Consciousness - Works within approved budget; Develops and implements cost saving measures; Conserves organizational resources.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educate others on the value of diversity; Promotes a harassment-free environment; Builds a diverse workforce.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritize and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.
Quantity - Completes work in timely manner; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

Qualifications. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience
Associate's degree (A. A.) or equivalent from two-year college or technical school; or six months to one year related experience and/or training; or equivalent combination of education and experience.

Language Skills
Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

Mathematical Skills
Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Reasoning Ability
Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills
To perform this job successfully, an individual should have knowledge of Database software; Spreadsheet software and Word Processing software.
Certificates, Licenses, Registrations
Must maintain certification of at least a State of Florida EMT-B
Must maintain certification of at least a State of Florida Firefighter II
Valid Florida driver's license and acceptable driving record.
F/O I classes
F/O II as of January 2016 or AS degree recognized by FL Bureau of Training and Standards.

Other Skills and Abilities
N/A

Other Qualifications

Physical Demands. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms and taste or smell. The employee is occasionally required to climb or balance and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to wet and/or humid conditions and outside weather conditions. The employee is occasionally exposed to moving mechanical parts; high, precarious places; fumes or airborne particles; extreme cold; extreme heat; risk of electrical shock and vibration.

Sign__________________________

Date__________________________
Panama City Beach Fire Rescue
Job Description

Job Title: Fire Lieutenant
Reports To: Fire Captain
Prepared By: John Daly, Fire Chief
Approved By: City Council
Pay Grade: 34

Department: Fire Department
FLSA Status: Non Exempt
Prepared Date: 11/19/14
Approved Date:

Summary Supervises and coordinates the emergency and non emergency activities of a fire station on an assigned shift by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Responds to fire alarms and determines from observation nature and extent of fire, condition of building, danger to adjacent buildings, and source of water supply, and directs firefighting crews accordingly.

Supervises staff during responses to emergency fire, medical aid, hazardous material, rescue, and other situations unless relieved by a superior officer.

Plans, assigns, schedules, directs, and participates in station and equipment maintenance, fire prevention, inspection, paramedic services, and other assignments of the company.

Inspects station house, buildings, grounds, and facilities, and examines fire trucks and equipment, such as ladders and hoses, to ensure compliance with departmental maintenance standards.

Performs a wide variety of fire suppression and medical assistance tasks.

Contains, controls, and decontaminate hazardous materials spills.

Trains subordinates in use of equipment and methods of extinguishing all types of fires.

Evaluates efficiency of personnel.

Inspects commercial establishments in assigned district and reports fire hazards or safety violations to fire inspector.

Compiles report of each fire call, listing location, type, probable cause, estimated damage, and disposition.

Recommends corrective measures for fire hazards or safety violations to building owners.

Conducts fire drills for occupants of buildings.

Supervises and coordinates activities of fire companies fighting multiple alarm fire until relieved by superiors.

Writes and submits proposal for new equipment or modification of existing equipment to superiors.

Requisitions and approves purchases within delegated authority.

Prepares and maintains a variety of records and reports.
Supervisory Responsibilities
Directly supervises 7 to 10 employees in the Fire company. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Competencies
To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilizes others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.
Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educate others on the value of diversity; Promotes a harassment-free environment; Builds a diverse work force.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritize and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.
Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

**Qualifications.** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience**
High school diploma or general education degree (GED);
Three years firefighting experience with Panama City Beach Fire Rescue

**Language Skills**
Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

**Mathematical Skills**
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability**
Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**Computer Skills**
To perform this job successfully, an individual should have knowledge of Internet software; Order processing systems; Spreadsheet software and Word Processing software.

**Certificates, Licenses, Registrations**
Firefighter II Certification
Fire Officer I classes
Florida Certified Fire Officer I as of 2016
Florida Certified Emergency Medical Technician or Paramedic
Current Florida Drivers license
Physical Demands. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear and taste or smell. The employee must regularly lift and/or move up to 50 pounds, frequently lift and/or move up to 100 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; extreme cold; extreme heat; risk of electrical shock; explosives; risk of radiation and vibration. The noise level in the work environment is usually moderate.

Sign__________________________________________

Date__________________________________________
Panama City Beach Fire Rescue
Job Description

Job Title: Firefighter/Engineer
Reports To: Lieutenant
Prepared By: John Daly
Approved By: City Council
Pay Grade: 28

Department: Fire Department
FLSA Status: Non Exempt
Prepared Date: 11/19/14
Approved Date:

Summary Operates and maintains a variety of specialized firefighting equipment used in controlling and extinguishing fires and evacuating and rescuing persons from dangerous areas by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Drives and positions fire pumping and aerial ladder trucks in emergency situations.

Operates, adjusts, and controls pumping equipment, aerial ladders, and other apparatus at fires.

Regulates water pressure to ensure necessary water pressure.

Inspects, maintains, and makes minor repairs to vehicles, equipment, and apparatus.

Identifies the need for major repairs to equipment.

Maintains records and prepares reports relating to maintenance, inspection, and usage of fire apparatus and equipment.

Performs the duties of a firefighter when not operating or maintaining an apparatus.

Participates in inspections, drills, and training activities.

Uses a variety of hand and power tools, equipment, and work aids in all phases of firefighting and rescue work.

Tests and maintains power tools and equipment.

Operates communication equipment.

Rescues individuals and animals from situations in which they are physically trapped.

Contains, controls, and decontaminates hazardous materials spills.

Performs a variety of salvage and clean-up operations, including removing water, chemicals, and debris.

Inspects buildings for fire hazards and compliance with fire prevention ordinances.

Makes presentations on fire safety, burn prevention, and fire prevention to schools and community groups.
Maintains apparatus, quarters, buildings, equipment, grounds, and hydrants.

Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and firefighting techniques.

**Supervisory Responsibilities**
Directly supervises 2 to 3 employees in the Fire Department In the absence of the Company Officer. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include operating fire apparatus at emergency incidents, maintenance of fire apparatus, training employees, planning, assigning, and directing work at emergency scenes in the absence of the company officer.

**Competencies**
To perform the job successfully, an individual should demonstrate the following competencies:

- **Problem Solving** - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

- **Technical Skills** - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

- **Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; Responds to requests for service and assistance; Meets commitments.

- **Interpersonal Skills** - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

- **Oral Communication** - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills.

- **Written Communication** - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

- **Teamwork** - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

- **Leadership** - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

- **Managing People** - Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

- **Quality Management** - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.
Diversity - Shows respect and sensitivity for cultural differences; Educate others on the value of diversity; Promotes a harassment-free environment; Builds a diverse workforce.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence.

Planning/Organizing - Uses time efficiently; Sets goals and objectives; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals.; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

Qualifications To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Education and/or Experience
One year certificate from college or technical school; or three to six months related experience and/or training; or equivalent combination of education and experience.

Language Skills
Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

Mathematical Skills
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability
Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations

Computer Skills

Certificates, Licenses, Registrations
State of Florida Firefighter II certification
State of Florida EMT and or Paramedic
State of Florida Pump operator certification
Aerial operations certification class (40hours)
Current Florida Drivers License

Other Skills and Abilities

Other Qualifications
Must complete the Panama City Beach Fire Rescue testing for Driver/Engineer through Civil Service.

Physical Demands. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear and taste or smell. The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions; extreme cold and extreme heat. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; fumes or
airborne particles; toxic or caustic chemicals; risk of electrical shock; risk of radiation and vibration.

Sign _______________________________________

Date ______________________________
Panama City Beach Fire Rescue
Job Description

Job Title: Firefighter/Paramedic
Reports To: Fire Lieutenant
Prepared By: John Daly, Fire Chief
Approved By: City Council
Pay Grade: 26

Department: Fire Department
FLSA Status: Yes
Prepared Date: 11/19/14
Approved Date:

Summary Responds to fires, medical emergencies, and other emergency situations to administer life support care to sick and injured persons and to protect life and property by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Responds to calls for medical aid, including fires, traffic collisions, and rescue situations to provide pre-hospital care.

Administers initial treatment at emergency scene and takes and records patient's vital signs.

Assesses nature and extent of illness or injury to establish and prioritize medical procedures to be followed, or need for additional assistance.

Restores and stabilizes heart rhythm on pulseless, non breathing patient.

Initiates intravenous fluids to administer medication or drugs, or to replace fluids lacking in body.

Performs endotracheal intubation to open airways and ventilate patient.

Administers injections of medications and drugs.

Inflates pneumatic anti-shock garment on patient to improve blood circulation.

Assists in extricating trapped victims and transports sick and injured persons to treatment center.

Observes, records, and reports to physician patient's condition and reaction to drugs, treatments, and significant incidents.

Drives mobile intensive care unit to emergency scene.

Communicates with physician and other medical personnel via radio-telephone.

Connects supply lines, and controls and extinguishes fires using hand lines, deck, ladders, and portable water monitors.

Applies foam and chemicals for fire suppression and control.

Searches buildings and rescues victims from buildings and motor vehicles using appropriate hand and power tools.

Contains, controls, and decontaminates hazardous materials spills.
Performs a variety of salvage and clean-up operations, including removing water, chemicals, and debris.

Maintains apparatus, quarters, buildings, equipment, grounds, and hydrants.

Participates in drills, demonstrations, and courses in life support, emergency medical treatment, and firefighting techniques.

Keeps current on treatment techniques, protocol changes, and application of new drugs, material, and equipment.

Prepares required reports and maintains records of activities.

Requisitions and restocks supplies, material, and equipment.

Cleans and performs minor maintenance to assigned emergency vehicle.

**Supervisory Responsibilities**

This job has no supervisory responsibilities.

**Competencies**

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience**

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.

**Language Skills**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

**Mathematical Skills**

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

**Reasoning Ability**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**Computer Skills**

To perform this job successfully, an individual should have knowledge of Database software; Spreadsheet software and Word Processing software.
Certificates, Licenses, Registrations
Current Florida Certified Firefighter I&II
Current Florida Certified EMT
Current Florida Certified Paramedic
Current ACLS
Current CPR
Approved by Bay County EMS Director and Medical Director
Current Florida Drivers license

Other Skills and Abilities

Other Qualifications

Physical Demands. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear and taste or smell. The employee must regularly lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to outside weather conditions and extreme heat. The employee is frequently exposed to wet and/or humid conditions; moving mechanical parts and vibration. The employee is occasionally exposed to high, precarious places; fumes or airborne particles; extreme cold and risk of electrical shock.

Sign

Date
Panama City Beach Fire Rescue
Job Description

Job Title: Firefighter EMT
Reports To: Fire Lieutenant
Prepared By: John Daly, Fire Chief
Approved By: City Council
Pay Grade: 25

Department: Fire Department
FLSA Status: Non-exempt
Prepared Date: 11/19/14
Approved Date: 

Summary Controls and extinguishes fires, protects life and property, and maintains equipment as volunteer or employee of city, township, fire district, industrial plant, or other agency by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Responds to fire alarms, hazardous materials incidents, medical emergencies, and other emergency calls.

Selects hose nozzle, depending on type of fire, and directs stream of water or chemicals onto fire.

Positions and climbs ladders to gain access to upper levels of buildings or to assist individuals from burning structures.

Creates openings in buildings for ventilation or entrance.

Searches buildings and rescues victims from structures and vehicles.

Protects property from water and smoke by use of waterproof salvage covers, smoke ejectors, and deodorant.

Provides first responder emergency medical care including basic life support, first aid, and CPR to injured persons and those overcome by fire and smoke.

Assists paramedic and other qualified personnel in advanced life support emergency medical care.

Tests and maintains power tools and equipment.

Communicates with superior during fire by portable two-way radio.

Rescues individuals and animals from situations in which they are physically trapped.

Contains, controls, and decontaminates hazardous materials spills.

Performs a variety of salvage and clean-up operations, including removing water, chemicals, and debris.

Inspects buildings for fire hazards and compliance with fire prevention ordinances.

Makes presentations on fire safety, burn prevention, and fire prevention to schools and community groups.

Maintains apparatus, quarters, buildings, equipment, grounds, and hydrants.
Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and firefighting techniques.

Fills fire extinguishers in institutions or industrial plants.

Issues forms to building owners, listing fire regulation violations to be corrected.

Drives and operates firefighting vehicles and equipment.

**Supervisory Responsibilities**
This job has no supervisory responsibilities.

**Competencies**
To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educate others on the value of diversity; Promotes a harassment-free environment; Builds a diverse workforce.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Strategic Thinking - Understands organization's strengths & weaknesses; Identifies external threats and opportunities; Adapts strategy to changing conditions.
Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Uses time efficiently; Sets goals and objectives.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals.; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience**
High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.

**Language Skills**
Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
Mathematical Skills
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability
Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Computer Skills
To perform this job successfully, an individual should have knowledge of Internet software; Spreadsheet software and Word Processing software.

Certificates, Licenses, Registrations
Current Florida Certified Firefighter II
Current Florida Certified Emergency Medical Technician
Current Florida Drivers License

Other Skills and Abilities

Other Qualifications

Physical Demands. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must regularly lift and /or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is frequently exposed to wet and/or humid conditions; moving mechanical parts; outside weather conditions and extreme heat. The employee is occasionally exposed to high, precarious places; fumes or airborne particles; toxic or caustic chemicals; extreme cold; risk of electrical shock and vibration. The noise level in the work environment is usually moderate.

Sign__________________________________________

Date__________________________________________