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: February 12, 2015

MEETING TIME: 6:00 P.M.

I. INVOCATION: PASTOR NEIL HICKEM, CORNERSTONE BAPTIST CHURCH

II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

V. HJW

CONSENT AGENDA

1 RESOLUTION 15-51, RATIFYING AND APPROVING SPRING BREAK 2015 OPERATIONAL ASSISTANCE AGREEMENTS. "A Resolution of the City of Panama City Beach, Florida, ratifying and approving those certain Operational Assistance Agreements with the Bay County Sheriff’s Department and the Washington County Sheriff’s Department; and providing an immediately effective date."

2 RESOLUTION 15-52, RATIFY RENEWAL OF THE CITY LANDSCAPE MAINTENANCE SERVICES AGREEMENT. The current Landscape Maintenance Contract will end in May 1, 2015. The original contract approved by Council on April 25, 2013 (Resolution 13-65) was for a period of two years with the right to extend the Agreement upon the same terms and conditions for an additional one year period. This contract is for the landscape maintenance service for 14 City facility sites and includes additive alternates for fertilizer, herbicide, insecticide, bed weeding, and mulching at the discretion of each Department. The contractor selected was Grass Cutters for a total contract price of $64,800 per year. STAFF RECOMMENDS that the Council approve this extension for the year beginning May 1, 2015 through May 1, 2016. “BE IT RESOLVED that the City Council hereby approves the renewal and one year extension on behalf of the City that certain Agreement between the City and Grass Cutters Lawn and Landscaping of PC, Inc. dated April 26, 2013, relating to landscape maintenance services for 14 City facility sites, for the original annual amount of $64,800, on the same terms and conditions as the original Agreement attached and presented to the Council today.”

3 RESOLUTION 15-53, WETLAND DELINEATION STUDY LICENSE AGREEMENT WITH ST. JOE FOR THE GLADES STORMWATER BASIN. In January 2015, the City Council approved a task order from McNeil Carroll Engineering, Inc. to perform wetland delineations and provide consultations with regulatory agencies. This would enable the City to determine the steps necessary to complete permitting and obtain approval to widen the existing channel north of the Glades Subdivision. The entire field work being performed for this Task Order is on property belonging to the St. Joe Company. Therefore, St. Joe has requested a License Agreement to allow the City and it’s consultants to have access to their property to perform the wetland delineation. STAFF RECOMMENDS approval of this License 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 License Agreement between the City and the St. Joe Company, relating to the use of access roads or such other
means of ingress or egress needed to perform the Wetlands Delineation Study for the Glades Stormwater Basin, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City manager, whose execution of such agreement shall be conclusive evidence of such approval."

4 RESOLUTION 15-34, BIDS- ROTARY MOWER FOR PARKS & RECREATION. Staff advertised for bids for the purchase of a Rotary Mower for the Parks & Recreation Department. Only one bid was received. STAFF RECOMMENDS going with the sole bidder Jerry Pate Turf & Irrigation, c/o Wesco Turf, Inc., for the amount of $60,868.30. The Parks & Recreation budget can sufficiently cover this expense. "BE IT RESOLVED that the appropriate Officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf & Irrigation, c/o Wesco Turf, Inc., relating to the purchase of a Rotary Mower for the Parks & Recreation Department, in the basic amount of $60,868.30, on substantially the terms and conditions in the quote attached and presented to the Council today, draft dated February 3, 2015, 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."

5 RESOLUTION 15-55, BIDS- 175 GALLON SELF CONTAINED BOOM SPRAYER FOR PARKS & RECREATION. Staff advertised for bids for the purchase of a 175 Gallon Self Contained Boom Sprayer for the Parks & Recreation Department. Only one bid was received. STAFF RECOMMENDS going with the sole bidder Jerry Pate Turf & Irrigation, c/o Wesco Turf, Inc., for the amount of $31,867.16. The Parks & Recreation Budget can sufficiently cover this expense. "BE IT RESOLVED that the appropriate Officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf & Irrigation c/o, Wesco Turf, Inc., relating to the purchase of a 175 Gallon Self-Contained Boom Sprayer for the Parks and Recreation Department, in the basic amount of $31,867.16, on substantially the terms and conditions in the quote attached and presented to the Council today, draft dated February 3, 2015, 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."

6 RESOLUTION 15-56, BIDS- GENIE TELEHANDLER FORKLIFT FOR PARKS & RECREATION. Staff advertised for bids for the purchase of a Genie Telehandler Forklift for the Parks & Recreation Department. Six bids were received. The lowest bidder was Hertz, Inc. However, the bid was based on a used piece of equipment. STAFF RECOMMENDS going with the United Rentals in the amount of $51,151.00. They submitted the lowest bid for a new Genie Telehandler Forklift. The Parks & Recreation budget can sufficiently cover this expense. "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 United Rentals, relating to the purchase of a Forklift for the Parks and Recreation Department, in the basic amount of $51,151.00, on substantially the terms and conditions in the quote attached and presented to the Council today, draft dated February 2, 2015, 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."
<table>
<thead>
<tr>
<th>VI</th>
<th>REGULAR AGENDA ITEMS - DISCUSSION/ACTION</th>
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<tbody>
<tr>
<td>NO.</td>
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* Action on this item is taken by both the City Council and the City of Panama City Beach Community Redevelopment Agency, jointly and concurrently.

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<thead>
<tr>
<th>JOHN REICHARD</th>
<th>RICK RUSSELL</th>
<th>JOSE STRANGE</th>
<th>KEITH CURRY</th>
<th>GAYLE OBERST</th>
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I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

Deputy City Clerk  
Date

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

E-mailed and/or Faxed to following interested parties on: 2/19/15

<table>
<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
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<tr>
<td>News Herald</td>
<td>John Henderson</td>
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<td>Bullet</td>
<td>Phil Lucas</td>
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<td>Channel 4</td>
<td>Ryan Rodig</td>
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<td>Channel 7</td>
<td>Rex Ogburn</td>
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<td>WKGC</td>
<td>Emily Balazs</td>
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<td>A. D. Whitehurst</td>
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<td>Magic Broadcasting</td>
<td>Chris Allen</td>
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<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
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<tr>
<td>Panama City Radio</td>
<td>Brandon Andrews</td>
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</table>
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 15-51
RESOLUTION 15-51

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING AND APPROVING THOSE CERTAIN OPERATIONAL ASSISTANCE AGREEMENTS WITH THE BAY COUNTY SHERIFF'S DEPARTMENT AND THE WASHINGTON COUNTY SHERIFF'S DEPARTMENT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on July 30, 2012 the City entered into an Operational Assistance Agreement with the Bay County Sheriff's Office, relating to the requesting and rendering of assistance in law enforcement intensive situations and emergencies during the period of August 31, 2012 to August 30, 2016; and

WHEREAS, on February 4, 2013 the City entered into a Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement with the Washington County Sheriff's Office, relating to the requesting and rendering of assistance in law enforcement intensive situations and emergencies; and

WHEREAS, the City council desires to ratify and confirm the execution of such agreements.

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

1. The appropriate officers of the City are authorized to execute, deliver and ratify on behalf of the City that certain Operational Assistance Agreement between the City and Bay County Sheriff's Office, dated July 30, 2012, which is attached and incorporated as Exhibit A, nunc pro tunc July 30, 2012.

2. The appropriate officers of the City are authorized to execute, deliver and ratify on behalf of the City that certain Mutual Aid Agreement between the City and Washington County Sheriff's Office, dated February 4, 2013, which is attached and incorporated as Exhibit B, nunc pro tunc February 4, 2013.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of February, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

Holly White, City Clerk
OPERATIONAL ASSISTANCE AGREEMENT

WHEREAS, the Sheriff of Bay County and his deputies have jurisdiction and law enforcement responsibility throughout Bay County, Florida;

WHEREAS, the City of Panama City Beach (the "City") is located in Bay County, Florida, and its law enforcement jurisdiction only extends to its jurisdictional boundaries;

WHEREAS, it is the intent of the Agreement that because of the existing and continuing possibility of intensive situations and other law enforcement emergencies and in order to ensure the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Sheriff of Bay County, Florida, and City have the authority under Chapter 23, Part 1, Florida Statutes, the Mutual Aid Act, to enter into a requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situation and emergencies.

NOW, THEREFORE, be it known that the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby the Sheriff of Bay County may request and receive law enforcement assistance from the other in responding to civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades or any other situation requiring law enforcement action, and with notice to, and consent of, the senior law enforcement officer on duty for the Bay County Sheriff's Office - unless precluded by exigent circumstances, the City may investigate and report on traffic accidents and minor incidents that occur in the unincorporated areas of Bay County that are contiguous to the City's jurisdictional boundary.

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that the Sheriff of Bay County is in need of assistance as set forth above, they shall notify the authority from whom such assistance is required. The agency head, or his designee, whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate.

SECTION II: The authority agrees to furnish necessary equipment, resources and facilities and to render services to the Sheriff of Bay County as set forth above; provided, however, that the authority shall not be required to deplete unreasonably its own equipment, resources, facilities and services in furnishing such assistance. Furthermore, the Bay County Sheriff's Office agrees to provide a means for a municipal law enforcement officer to communicate with the Bay County Sheriff's Office and to provide assistance, when requested, of any law enforcement nature to the City of Lynn Haven.

City of Panama City Beach

Exhibit A

CONSENT
AGENDA ITEM #
SECTION III: The authority which furnishes any equipment pursuant to this Agreement shall bear the loss or damages to such equipment and shall pay any expense incurred in the operation and maintenance thereof (unless otherwise provided in a written agreement entered under this part). The authority furnishing aid pursuant to this part shall compensate its employees during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid (unless otherwise provided). Nothing herein shall prevent the Sheriff of Bay County from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting authority for any action costs or expenses incurred by the authority performing hereunder.

SECTION IV: The Sheriff of Bay County and the authority will bear the liability arising from acts undertaken by their personnel pursuant to this Agreement. All of the privileges and immunities from liability, exemption from law, ordinances and rules and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner and extend while engaged in the performance of any of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer and auxiliary employees.

SECTION V: The parties shall have professional liability insurance satisfactory to the other party and its insurer. Should the coverage of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of their receipt of notice of such change.

SECTION VI: The resources or facilities that are assigned by the assisting authority shall be under the immediate command of a supervising officer designated by the Sheriff of Bay County.

SECTION VII: Whenever the employees of any law enforcement agency are rendering aid outside of their jurisdiction and pursuant to the authority contained in, or to any written agreement tendered under this part, such employee shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed or appointed.

SECTION VIII: This Agreement shall be in effect for a period of 4 years commencing on August 31, 2012, ending August 30, 2016. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

SECTION IX: Each signatory to this Agreement who is not a constitutional officer shall submit to the Sheriff of Bay County a resolution of the governing body of the signatory's department authorizing his participation and signature to this Agreement, as accepting the terms hereof.
SECTION X: Either party may withdraw from this Agreement upon written notice to the other party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed by their duly authorized officers on the mentioned date.

SHERIFF Frank McKeithen, Bay County Sheriff's Office  

DATE 04/15/12

CHIEF Drew Whitman, Panama City Beach Police Dept.  

DATE 07/30/12

MAYOR/ OR/ CITY MANAGER  

DATE 7-30-12
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT

This Agreement is made as of February 4, 2013, by and between Washington County Sheriff's Office and the City of Panama City Beach, Florida.

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people and

(2) Intensive situations including but not limited to emergencies as defined under Section 252.34, F.S., and

(1) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people, and

(2) Intensive situations including but not limited to emergencies as defined under Section 252.34, F.S.; and

WHEREAS, the City of Panama City Beach for its Police Department and the Washington County Sheriff's Office have the authority under Section 23.1225 F.S., et seq., to enter into a combined mutual aid agreement for law enforcement service which:

(1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

(2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34:

NOW, THEREFORE, the parties agree as follows:

Exhibit B
SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigation of homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling and motor vehicle thefts, and primarily focusing on inter-agency task forces and/or joint investigations involving drug violations pursuant to Chapter 893, F.S., and backup services during patrol activities.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

Whenever a traffic crash involving suspected injuries of a serious nature is reported to the jurisdiction in which the crash occurred, and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the assisting agency may be contacted for assistance. The assisting effort shall be restricted to necessary first aid and traffic direction.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this Agreement is in need of assistance as set forth above, that party shall notify the agency head or designee from whom such assistance is required. The agency head or designee whose assistance is sought shall evaluate the situation and will respond in a manner he or she deems appropriate.

Nothing contained herein shall be construed to require either law enforcement agency to render assistance to the other. The decision to render assistance to the other law enforcement agency shall rest solely within the discretion of the agency to whom the request is made.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his or her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.
The agency head's decision is final.

Should a sworn law enforcement officer be in the other subscribed agency's jurisdiction for matters of a routine nature, such as traveling throughout the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida statutes occurs in the presence of said party, he or she shall be empowered to render law enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the events and actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

Conflicts: Whenever an officer of either subscribing agency renders assistance pursuant to this Agreement, that officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operation procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
(4) The identity of the employee accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information will all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency’s policies or procedures.

SECTION V. LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party’s own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28 F.S., where applicable.

SECTION VI. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

A. Employees of each participating agency when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside the state of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if the employee’s political subdivision in which normally employed.

B. Each party agrees to furnish necessary equipment, resources and facilities and to render services to the other party to the Agreement as set forth above. Provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

C. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay and expense incurred in the operation and maintenance of that equipment.

D. The agency furnishing aid pursuant to this Section shall compensate its appointees and employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death or other benefits that apply to the activity of an employee of and agency when performing the employee’s duties within the territorial limits of the employee’s agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee’s duties extraterritorially under the provisions of the mutual aid agreement. The provisions of this Section shall apply with equal effect to paid, volunteer, and reserve employees.

F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

G. Nothing herein is intended or is to be construed as any transfer or contracting away of any of the powers or functions of either party to the other.

SECTION VII. LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in section 768.28(15)(a) F.S., in an amount which is, in the judgment of the governing body of that party of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify the other party of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII. FORFEITURE PROVISIONS

In the event an agency seized any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this Agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to chapter 932 F.S. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932 F.S., to include, but not be limited to, the complete discretion to bring the action or dismiss the actions.

All proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided equally between the parties, less the costs associated with the forfeiture actions.
SECTION IX. EFFECTIVE DATE AND AMENDMENTS

This Agreement shall take effect as of February 4, 2013, for a term of five (5) years, and thereafter shall be automatically renewed from year to year absent either party serving notice of cancellation as provided in Section X. This Agreement shall not be modified or amended except by written instrument executed with the same formalities as this Agreement.

SECTION X. CANCELLATION

Any party may cancel its participation in this Agreement upon delivery of ninety (90) days written notice to the other party. Cancellation will be at the direction of any subscribing party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

PANAMA CITY BEACH POLICE

DREW WHITMAN
CHIEF OF POLICE

Date

WASHINGTON COUNTY SHERIFF'S OFFICE

ROBERT HADDOCK
SHERIFF

Date

MARIO GISBERT
CITY MANAGER

Date
CONSENT AGENDA
ITEM #2,

RESOLUTION 15-52
RESOLUTION 15-52

BE IT RESOLVED that the City Council hereby approves the renewal and one year extension on behalf of the City that certain Agreement between the City and Grass Cutters Lawn and Landscaping of PC, Inc, dated April 26, 2013, relating to landscape maintenance services for fourteen City facility sites, for the original annual amount of Sixty Four Thousand Eight Hundred Dollars ($64,800), on the same terms and conditions as the original Agreement attached and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

________________________
Holly White, City Clerk
Memorandum

To: Mario Gisbert

CC: Holly White

From: Paul Casto

Date: February 6, 2015

Subject: Landscape Maintenance Services Contract Renewal

The current Landscape Maintenance Contract will end May 1, 2015. The original contract approved by Council on April 25, 2013 (Resolution 13-65) was for a period of two years with the right to extend the Agreement upon the same terms and conditions for an additional one (1) year period. This contract is for the landscape maintenance service for fourteen (14) City facility sites and includes additive alternates for fertilizer, herbicide, insecticide, bed weeding, and mulching at the discretion of each Department. The contractor selected was Grass Cutters for a total contract price of $64,800.00 per year.

Staff recommends that the Council approve this extension for the year beginning May 1, 2015 through May 1, 2016.
PANAMA CITY BEACH – "LANDSCAPING MAINTENANCE SERVICES"
SECTION 00050
EXTENDED AGREEMENT

THIS AGREEMENT is made this 1st day of May, 2015 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and GRASS CUTTERS LAWN & LANDSCAPING OF PC, INC., doing business as Corporation, having a business address of 8317 Front Beach Road #9, Panama City Beach, Florida (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of "LANDSCAPING MAINTENANCE SERVICES", to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S subcontractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of

AGREEMENT

CONSENT
AGENDA ITEM # 2
2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 365 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions. The agreement shall be extended for a term of one (1) year commencing May, 1, 2015 and ending May 1, 2016 per original contract documents.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $0.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $64,800.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "**Contract Documents**" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010    ADVERTISEMENT FOR BIDS  
Section 00020    INFORMATION FOR BIDDERS  
Section 00030    BID PROPOSAL FORM  
Section 00050    AGREEMENT  
Section 00080    NOTICE OF AWARD  
Section 00090    NOTICE TO PROCEED  
Section 00095    DRUG FREE WORKPLACE  
Section 00097    PUBLIC ENTITY CRIMES  
Section 00099    CERTIFICATE OF INSURANCE  

**ADDENDA:**

No. ____, dated _____________, 20__  
No. ____, dated _____________, 20__  
No. ____, dated _____________, 20__  
No. ____, dated _____________, 20__

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The **OWNER** will pay the Contract Price to the **CONTRACTOR** in the manner and at such times as set forth in Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**AGREEMENT**

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CONSENT  
AGENDA ITEM #
8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413
ATTENTION: Richard E. Jackson, City Manager
Fax No.: (850) 233-5108

If to Contractor:

Grass Cutters Lawn & Landscaping
7520 Nautical Court
Panama City, Florida 32409
ATTENTION: Roberta Lawrence
Fax No.: 850-230-0575

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Paul Casto, Public Works Director.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.
17. INSURANCE - BASIC COVERAGES REQUIRED
The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or

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CONSENT
AGENDA ITEM #
eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

| Limit Each Accident | $1,000,000 |
| Limit Disease Aggregate | $1,000,000 |
| Limit Disease Each Employee | $1,000,000 |

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.
The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

**COMMERCIAL GENERAL LIABILITY COVERAGE**

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

<table>
<thead>
<tr>
<th>Bodily Injury, Property Damage &amp; Personal Injury Liability</th>
<th>$1,000,000 Combined Single Limit Each Occurrence, and</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,000,000 Aggregate Limit</td>
</tr>
</tbody>
</table>

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

**BUSINESS AUTOMOBILE LIABILITY COVERAGE**

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The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

| Bodily Injury & Property Damage | $1,000,000 Combined Single Limit Each Accident |

**EXCESS OR UMBRELLA LIABILITY COVERAGE**

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $10,000,000, each occurrence and aggregate as required by OWNER.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be}

AGREEMENT 00050-10

CONSENT
AGENDA ITEM #
executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

BY:

______________________________

NAME: ________________________ (Please type)

TITLE: ________________________

ATTEST:

City Clerk

CONTRACTOR:

ATTEST:

______________________________

NAME: ________________________

NAME: ________________________ (Please Type)

ADDRESS: 7520 Nautica Ct

Panama City FL 32409

[END OF SECTION 00050]
CONSENT AGENDA
ITEM #3,

RESOLUTION 15-53
RESOLUTION 15-53

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf the City that certain License Agreement between the City and the St. Joe Company, relating to the use of access roads or such other means of ingress and egress needed to perform the wetlands delineation study for the Glades stormwater basin, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of ____________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

____________________________
Holly White, City Clerk
Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto, Al Shortt

From: Kelly Jenkins

Date: February 6, 2015

Subject: License Agreement with St. Joe for the wetland delineation north of the Glades Subdivision

In January 2015 City Council approved a task order from McNeil Carroll Engineering Inc to perform wetland delineations and provide consultations with regulatory agencies. This would enable the City to determine the steps necessary to complete permitting and obtain approval to widen the existing channel north of the Glades Subdivision. The entire field work being performed for this task order is on property belonging to the St. Joe Company. Therefore, St. Joe has requested a license agreement to allow the City and it’s consultants to have access to their property to perform the wetland delineation. Staff recommends approval of this license agreement.
LICENSE AGREEMENT

Breakfast Point Ditch Study

THIS LICENSE AGREEMENT (this “Agreement”) is made and entered into as of this 26th day of January, 2015, (the “Effective Date”) by and between ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., a Delaware limited liability company (“Owner”) and CITY OF PANAMA CITY BEACH, a Florida municipal corporation (“Licensee”).

REQUITALS:

A. Licensee is performing wetland delineation, RGP-SAJ-86 wetland mapping and classification and wetland estimation service of approximately 16.25 acres (~7,000 linear feet) of a ditch feature located east of Phase 2 and Phase 3 of Breakfast Point Residential subdivision, originating north of Highway 98 and extending north into the Breakfast Point Mitigation Bank (the “Ditch Study Area”) on Bay County lands owned by Licensee (the “Licensee’s Property”).

B. The wetland delineation, mapping and classification of the “Ditch Study Area” requires Licensee to use perimeter and silviculture roads, which roads are owned by and shared with Owner.

C. Licensee will need access to, over, across or upon lands owned by Owner and located in Bay County, Florida as depicted on the attached Exhibit “A” (“Owner’s Property”). Licensee will access the “Ditch Study Area” from specific access points as depicted in the attached Exhibit “B” (“Access Points”).

D. Owner is willing to grant Licensee a temporary non-exclusive, revocable right to enter upon the Owner’s Property (“License”) and to conduct the Permitted Activities (defined below) pursuant to the terms provided herein.

E. Licensee acknowledges and appreciates the risks of coming onto the Owner’s Property.

F. Licensee agrees that it and any contractor it contracts with to conduct the Permitted Activities (“Contractor”) and its Contractor’s employees, agents, subcontractors and all persons under Licensee’s direction and control, as well as any other person on the Owner’s Property at the direction or because of Licensee (together with the Contractor, the “Invitees”) shall at all times exercise due care for their own personal safety and the safety of other employees working on the Owner’s Property.

G. Licensee agrees to provide Owner with copies of all final wetland delineation data related to the Ditch Study Area located within the Owner’s Property contemporaneously with its submittal of the results to the required agencies.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation of Recitals. The Recitals above are incorporated herein as if restated in their entirety.
2. **Grant of License.** Owner hereby grants Licensee and its Invitees a temporary non-exclusive, revocable license to come on to Owner's Property, using the established access roads or such other means of ingress and egress and those certain silviculture roads designated by Owner to provide Licensee with access to the subject wetlands and ditch originating north of Highway 98 and extending north into the Breakfast Point Mitigation Bank (the "Permitted Activities"). This License is limited to Owner's Property in the general area depicted on "Exhibit A". It is understood and agreed that this is a temporary License to be used for the Permitted Activities for a term to **commence on January 28, 2015 and run no more than sixty (60) days** (the "Term"), unless otherwise agreed in writing.

3. **Specifications.** Prior to performing any work under this Agreement, Licensee's Contractor shall have executed and delivered to Owner a Joinder Agreement in the form attached hereto as **Exhibit “C”** wherein it expressly agrees to be bound by the terms of this Agreement attached hereto. Licensee and its Contractor shall comply with this Agreement, all permits as well as all applicable laws and regulations, with respect to performing the Permitted Activities.

4. **Release and Indemnity.** As further consideration for the License granted hereunder, Licensee hereby agrees:

   a. to release, acquit and forever discharge Owner of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Licensee may have against Owner on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Licensee as a result of the License granted herein, and/or arising from or in connection with the Permitted Activities;

   b. to indemnify Owner for claims brought against Owner only to the extent that they are found to result from the sole negligence of the Licensee, 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 Licensee. This indemnification shall not be construed as a waiver of the Licensee's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the Licensee could be liable under the common law interpreting the waiver of sovereign immunity. An action may not be instituted on a claim against the Licensee unless the claimant presents the claim in writing to the City Manager within 3 years after such claim accrues 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 provision of this paragraph, the value of this indemnification is limited to the maximum sum of $300,000 as a result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of $200,000 for any claim or judgment or portions thereof. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the Licensee to only those damages caused by the Licensee's sole negligence, and shall specifically exclude any attorney's fees or costs associated therewith.
c. that neither Licensee nor its Invitees shall record a Notice of Commencement on the Owner’s Property and that Licensee shall pay for all services in connection with the Permitted Activities and pay or bond off any liens recorded against the Owner’s Property by Invitees within fifteen (15) days of recording of said liens;

The provisions of this Section 4 shall survive the expiration or earlier termination of this License.

5. **Warranty.** Licensee represents and warrants to Owner that it (i) has the professional experience and skill to exercise its rights and perform its obligations hereunder, (ii) shall comply with applicable federal, state and local laws, including all professional registration and licensing (both corporate and individual) for all Permitted Activities, (iii) shall exercise its rights and perform their obligations in accordance with generally accepted professional standards, (iv) has sufficient capital assets and are adequately financed to meet all financial obligations it may be required to incur hereunder and (v) has obtained all permits necessary to perform the Permitted Activities.

6. **Assumption of Risk.** Licensee acknowledges that Owner shall not be responsible for the personal safety of the Licensees and Invitees or any persons on or about the Owner’s Property at the direction or because of Licensee, or for any damage to or theft of any materials, equipment or other property or the contents thereof, located on or about the Owner’s Property, and Licensee shall advise the Invitees and such other parties that their use of the Owner’s Property is at their own risk. Licensee assumes all risks involved in entering upon the Owner’s Property and agrees to be fully responsible for the safety of its Invitees and such other parties, hereby releasing, saving and discharging Owner, its successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of any persons, or loss of, or damage to personal property, and hereby assume further full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to any Invitees or such other parties occurring on the Owner’s Property.

7. **No Waste.** Licensee agrees that no act shall be permitted and nothing shall be kept in, on or about the Owner’s Property that will increase the risk of any hazard, including an uncontrollable fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to Owner’s Property. Licensee shall not permit the Owner’s Property to be used or occupied in any manner which violates any laws or regulations of any governmental agency.

8. **Condition of Property at End of Agreement; Repair of Property.** Subsequent to performing the Permitted Activities, Licensee agrees to restore the Owner’s Property to the original condition (or better condition with the Owner’s prior written consent) that it was in prior to Licensee performing the Permitted Activities. In the event Owner consents to any improvement remaining on the Owner’s Property after the expiration of this Agreement, the parties understand and agree that Owner shall be the owner of the improvements. Licensee shall promptly repair damage to the Owner’s Property caused by the Licensee or the Invitees during the term of this Agreement. Such repairs shall be made at Licensee’s expense.

Licensee shall inspect roads with Owner personnel prior to commencement of activities and at conclusion of activities, Owner’s contact: David Harrelson.
The provision of this Section 8 shall survive the termination of this License.

9. **Assignment.** Licensee may not assign this License in whole or in part, without the prior written approval of Owner, which said approval may be withheld at Owner’s absolute discretion.

10. **Termination.** This License shall terminate upon the first to occur of (i) receipt by the Owner of written notice from the Licensee that the Permitted Activity is complete, (ii) **March 29, 2015**, or (iii) delivery by Owner to Licensee of written notice that the License is terminated. Owner shall have the right to terminate this License pursuant to subsection (iii) of this paragraph 10 in its sole and absolute discretion for any reason.

11. **Compliance with OSHA and Environmental Matters.** In the use of the Owner’s Property, Licensee shall use, and cause the Invitees and any persons on or about the Property at the direction or because of Licensee to use, the Owner’s Property only in full compliance with, and shall indemnify the Owner in accordance with (i) the provisions of the Occupational Safety Health Act and the implementing regulations promulgated pursuant thereto, as the same may have been or may be amended from time to time, and (ii) all Environmental Laws. Licensee shall not permit the generation, storage, dispersal, release or transportation of any petroleum products or other Hazardous Substance on, in, under or upon the Owner’s Property. Notwithstanding any other provision 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 Licensee to only those damages caused by the Licensee’s sole negligence, and shall specifically exclude any attorney’s fees or costs associated therewith.

For purposes of this License, **“Hazardous Substance”** means any substance, material or waste of any kind or character which may be dangerous to health or to the environment, or which is or may become regulated as hazardous or toxic waste, pollutants, contaminants or substances, or which requires special handling, storage or treatment, including without implied limitation, all “hazardous matter,” “hazardous waste,” “hazardous substances,” “asbestos,” “petroleum products,” and “oil” as defined in or contemplated by any Environmental Laws.

For purposes of this License, **“Environmental Laws”** means (i) any federal, state or local law, rule, order or regulation relating to Hazardous Substances or the protection of human health and the environment, including all of the following statutes and their implementing regulations, as the same may have been or may be amended from time to time: (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; (b) Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; (c) Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136; (d) Hazardous Materials Transportation Act, 49 U.S.C. §§1801-1812; (e) Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; (f) Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; (g) Clean Air Act, 42 U.S.C. §7401 et seq.; (h) Safe Drinking Water Act, 42 U.S.C. §3007 et seq.; and (ii) applicable or equivalent laws, ordinances and regulations of the local municipality, county and state in which the Owner’s Property is located, relating to hazardous matter, substances or wastes, oil or other petroleum products, asbestos, and air or water quality.
Upon notification from Owner that there has been a violation of any Environmental Laws or any contamination of the Owners’ Property by any Hazardous Substance caused by Licensee or any such Invitees or other parties, or if at any time Owner shall notify Licensee that it has been notified by any governmental authority that any such violation or contamination has occurred and has been caused by Licensee or any such Invitees or other parties, Licensee shall immediately, forthwith, diligently and expeditiously remediate such violation or contamination in full compliance with all Environmental Laws, all requirements of any such governmental authorities, and all recommendations of Owner’s environmental consultant. Owner, at the cost and expense of the Licensee which shall be reimbursed to Owner by Licensee within 30 days of demand by Owner, may have such environmental audits performed to determine whether or not any such remediation has been so completed as Owner in its sole discretion deems necessary. If Licensee shall fail to commence any such remediation within fifteen (15) days after demand by Owner to do so, or, after commencing such remediation fails to immediately, forthwith, diligently and expeditiously complete such remediation, Owner shall have the right but not the obligation to perform and complete such remediation and Licensee shall reimburse Owner for the cost thereof together with interest thereon at the rate of ten percent (10%) per annum from the date of each advance by Owner for any such costs. The decision of Owner’s environmental consultant, whom Owner may select in its sole discretion, shall be binding on Owner and Licensee as to all questions of whether or not any such contamination exists, the method of remediating any such contamination, and whether or not the remediation of any such contamination has been satisfactorily completed.

12. **Trash.** The Invitees and anyone else on the Owner’s Property because of Licensee shall not leave trash, bottles, cans or other debris on the property.

13. **Insurance.** Licensee shall ensure that all Contractors will throughout the Term carry, maintain and provide proof of, at their sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Property, in the amounts specified and in the form hereinafter provided for:

   a. **Commercial General Liability Insurance.** Commercial general liability insurance covering claims arising from bodily injury and property damage with a minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate and insuring against legal liability of the insured with respect to the Property or arising out of the use thereof. The liability policy also shall cover, but not be limited to, the contractual liabilities of the Licensee arising from this Agreement.

   b. **Automobile Liability Insurance.** With minimum limits of $1,000,000 per accident; and

   c. **Workers’ Compensation Insurance.** As required by applicable state law; and

   d. **Certificate of Insurance.** A certificate of insurance naming Owner as an additional insured in connection with its general liability is attached and incorporated hereto as “Exhibit D”.

139306.1
License – City of Panama City Beach – Breakfast Point wetland ditch delineation

CONSENT
AGENDA ITEM # 2
14. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement ("Notice") shall be effective and valid only if in writing, signed by the party giving Notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by Notice to the others specify):

**To Owner:**

The St. Joe Company  
133 South WaterSound Parkway  
WaterSound, Florida 32413  
Attention: David Harrelson  
Telephone Number: 850-231-7408  
Facsimile Number: 850-231-6588

With a copy to:

The St. Joe Company.  
133 South WaterSound Parkway  
WaterSound, Florida 32413  
Attention: Ken Borick  
Telephone Number: 850-231-6575  
Facsimile Number: 850-231-6572

**To Licensee:**

City of Panama City Beach  
110 S. Arnold Road  
Panama City Beach, Florida 32413  
Attention: Kelly Jenkins  
Telephone Number: 850-233-5100  
Facsimile Number: 850-233-5108

Notice shall be deemed given two days after mailing if sent certified mail, the day after delivery if by overnight courier and the date of delivery if by confirmed facsimile transmission or hand delivery.
15. Recording. This License shall not be recorded in the public records.

OWNER:
ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.,
a Delaware limited liability company

By: ____________________________
Name: __________________________
Title: __________________________

LICENSEE:
CITY OF PANAMA CITY BEACH,
a Florida municipal corporation

By: ____________________________
Name: Mario Gisbert
Title: City Manager

ATTEST:

______________________________
Holly White, City Clerk
EXHIBIT “C”
JOINDER AGREEMENT

The undersigned, [INSERT NAME OF CONTRACTOR AND TYPE OF ENTITY], hereby acknowledges receipt of a copy of the License Agreement (the “Agreement”) dated [DATE], 2015 by and between ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., a Delaware limited liability company (“Owner”) and CITY OF PANAMA CITY BEACH, a Florida municipal corporation (“Licensee”).

By completion of this Joinder Agreement, the undersigned agrees to comply with and to be bound by the terms, conditions, covenants and restrictions of the Agreement in all respects, including, without limitation, the obligation to conduct its work for the Licensee in accordance with the provisions of the Agreement, to assume the risks provided in Paragraph 6 of the Agreement and to carry insurance and provide evidence of such consistent with Paragraph 13 of the Agreement. The undersigned understands that all provisions of the Agreement are hereby made a part of this Joinder Agreement.

The undersigned Contractor additionally agrees to indemnify and hold harmless Owner, its successors and assigns, from any liability, costs and expenses, including attorney’s fees, on account of injury or death of any person or persons, whomsoever, including Licensee, Contractor, employees, agents or representatives of the parties hereto, or third person, or for any loss or damage to property arising from or in connection with the use or occupancy of the Owner’s Property, including, without limitation, the Permitted Activities.

The undersigned Contractor specifically represents and warrants to Owner that it (i) has the professional experience and skill to exercise its rights and perform its obligations hereunder, (ii) shall comply with applicable federal, state and local laws, including all professional registration and licensing (both corporate and individual) for all Permitted Activities, (iii) shall exercise its rights and perform their obligations in accordance with generally accepted professional standards, (iv) have sufficient capital assets and are adequately financed to meet all financial obligations it may be required to incur hereunder and (v) has obtained all permits necessary to perform the Permitted Activities.

All references in the Agreement to a “Contractor” of the Company shall henceforth be deemed to include the undersigned.
Any notice to be addressed to the undersigned pursuant to the provisions of the Agreement shall be sent to:

________________________
________________________
________________________

The undersigned may change the address for notice if necessary in the future by notifying Owner and Licensee in writing of such change.

Dated the ____ day of _______________, 20__.

[INSERT NAME OF CONTRACTOR]

By: __________________________
Its: __________________________
Date: _________________________
EXHIBIT “D”
CERTIFICATE OF INSURANCE

( Attached )
CONSENT AGENDA
ITEM #4,

RESOLUTION 15-54
RESOLUTION 15-54

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf and Irrigation c/o Wesco Turf, Inc., relating to the purchase of a Rotary Mower for the Parks and Recreation Department, in the basic amount of Sixty Thousand Eight Hundred Sixty-Eight Dollars and Thirty Cents ($60,868.30), on substantially the terms and conditions in the quote attached and presented to the Council today, draft dated February 3, 2015, 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 __________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
Memorandum

Date: 2/3/2015
To: Mario Gisbert, City Manager
From: Jim Ponek, Parks and Recreation Director
Subject: Bid for Rotary Mower

Staff advertised bids for the purchase of a Rotary Mower for the Parks and Recreation Department. Only one bid was received. Staff recommends going with the sole bidder Jerry Pate Turf and Irrigation c/o Wesco Turf for the amount of $60,868.30. The Parks and Recreation budget can sufficiently cover this expense. A suggested motion is provided should you choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf and Irrigation c/o Wesco Turf for the purchase of a Rotary Mower for the total amount of $60,868.30 with such changes, insertions or omissions as may be approved by the city manager and the execution of such agreement shall be conclusive evidence of such approval.
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jerry Pate Turf &amp; Irrigation</td>
<td>301 Schubert Drive</td>
<td>Large Area Rotary Mower</td>
<td>$60,868.30</td>
</tr>
<tr>
<td>c/o Wesco Turf</td>
<td>Pensacola, FL 32504</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(state contract price)</td>
<td>1-800-700-7001</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Jerry Pate Turf & Irrigation

DATE: February 3, 2015
EXPIRATION DATE: Valid 30 Days

Exclusively For: City of Panama City Beach
Attn: Joe Creeden/Cheryl Joyner
16200 Panama City Beach Parkway
Panama City Beach, FL 32413

[Ph#] 850-233-5045
[Fax#] 850-233-5161
[Customer Acct#] 219730
[Email]

Prepared By: Jake Holbrook Ext. 1217
jholbrook@jerrypate.com
Account Executive: Tony Morris 850-393-4556 cell
tmorris@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Model #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30881A</td>
<td>Toro Groundsmaster 4500-D T4F</td>
<td>$60,868.30</td>
<td>$60,868.30</td>
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<tr>
<td>1</td>
<td>CTFC</td>
<td>Cool Top Fan &amp; Canopy</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Equipment Total $60,868.30

Toro Pricing Reflects Florida State Contract # 760-000-10-1
Purchase Orders Must Be Made Out To:
Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232

Prices Do Not Include Sales Tax or Applicable Documentation Fees

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

To accept this proposal, sign here and return: __________________________ Date: __________

Thank you, we appreciate your business!

Controller: [Signature]

CONSENT AGENDA ITEM # [Signature]
CONSENT AGENDA

ITEM #5,

RESOLUTION 15-55
RESOLUTION 15-55

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf and Irrigation c/o Wesco Turf, Inc., relating to the purchase of a 175 Gallon Self-Contained Boom Sprayer for the Parks and Recreation Department, in the basic amount of Thirty One Thousand Eight Hundred Sixty Seven Dollars and Sixteen Cents ($31,867.16), on substantially the terms and conditions in the quote attached and presented to the Council today, draft dated February 3, 2015, 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 __________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
Memorandum

Date: 2/3/2015
To: Mario Gisbert, City Manager
From: Jim Ponek, Parks and Recreation Director
Subject: Bid for 175 Gallon Self Contained Boom Sprayer

Staff advertised bids for the purchase of a 175 Gallon Self Contained Boom Sprayer for the Parks and Recreation Department. Only one bid was received. Staff recommends going with the sole bidder Jerry Pate Turf and Irrigation c/o Wesco Turf for the amount of $31,867.16. The Parks and Recreation budget can sufficiently cover this expense. A suggested motion is provided should you choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf and Irrigation c/o Wesco Turf for the purchase of a 175 Gallon Self Contained Boom Sprayer for the total amount of $31,867.16 with such changes, insertions or omissions as may be approved by the city manager and the execution of such agreement shall be conclusive evidence of such approval.
## CITY OF PANAMA CITY BEACH
### BID TABULATION

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jerry Pate Turf &amp; Irrigation c/o Wesco Turf (state contract price)</td>
<td>301 Schubert Drive Pensacola, FL 32504 1-800-700-7001</td>
<td>Toro Multi Pro 1750 175 Gallon Self Contained Boom Sprayer</td>
<td>$31,867.16</td>
</tr>
</tbody>
</table>

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Jerry Pate Turf & Irrigation**

301 Schubert Drive  
Pensacola, FL 32504  
Ph# (800) 700-7001  
Fax# (850) 484-8596  
www.jerrypate.com

Prepared By: Jake Holbrook Ext. 1217  
holbrook@jerrypate.com

Account Executive: Tony Morris 850-393-4558 cell  
tmorris@jerrypate.com

**Proposed Order**  
Florida State Contract Pricing

<table>
<thead>
<tr>
<th>Qty</th>
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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>41188</td>
<td>Toro Multi Pro 1750</td>
<td>$29,371.55</td>
<td>$29,371.55</td>
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<tr>
<td>1</td>
<td>41232</td>
<td>Foam Marker Kit</td>
<td>$1,090.20</td>
<td>$1,090.20</td>
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<tr>
<td>1</td>
<td>125-8120</td>
<td>Foam Marker Finishing Kit</td>
<td>$1,405.41</td>
<td>$1,405.41</td>
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<td>11</td>
<td>117-5835</td>
<td>Nozzles</td>
<td><strong>Total</strong></td>
<td><strong>31,867.16</strong></td>
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Optional Accessories:

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<tr>
<td>1</td>
<td>Chemical Pre-Mix Kit</td>
<td>$1,405.41</td>
<td>$1,405.41</td>
</tr>
</tbody>
</table>

**Toro Pricing Reflects Florida State Contract # 760-000-10-1**  
Purchase Orders Must Be Made Out To:  
Wesco Turf, Inc.  
2101 Cantu Court  
Sarasota, FL 34232

Prices Do Not Include Sales Tax or Applicable Documentation Fees

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

To accept this proposal, sign here and return: __________________________ Date: ________________

Thank you, we appreciate your business!

Controller: [Signature]

---

CONSENT AGENDA ITEM #
CONSENT AGENDA
ITEM #6,

RESOLUTION 15-56
RESOLUTION 15-56

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 United Rentals, relating to the purchase of a Forklift for the Parks and Recreation Department, in the basic amount of Fifty One Thousand One Hundred Fifty One Dollars ($51,151.00), on substantially the terms and conditions in the quote attached and presented to the Council today, draft dated February 2, 2015, 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 ___________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

____________________________
Holly White, City Clerk
Memorandum

Date: 2/3/2015
To: Mario Gisbert, City Manager
From: Jim Ponek, Parks and Recreation Director
Subject: Bid for Genie Forklift

Staff advertised bids for the purchase of a new Genie Telehandler Forklift for the Parks and Recreation Department. Six bids were received. The lowest bidder was Hertz, Inc. However, the bid was based on a used piece of equipment. Staff recommends going with the United Rentals in the amount of $51,151.00. They submitted the lowest bid for a new Genie Telehandler Forklift. The Parks and Recreation budget can sufficiently cover this expense. A suggested motion is provided should you choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and United Rentals for the purchase of a new Genie Telehandler Forklift for the total amount of $51,151.00 with such changes, insertions or omissions as may be approved by the city manager and the execution of such agreement shall be conclusive evidence of such approval.
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hertz</td>
<td>3838 Navy Blvd</td>
<td>2008 used Genie Telehandler Forklift</td>
<td>$35,230.00</td>
</tr>
<tr>
<td></td>
<td>Pensacola, FL 32507</td>
<td></td>
<td><em>USED</em></td>
</tr>
<tr>
<td>Randall Rents</td>
<td>1651 N Powerline Rd</td>
<td>New Genie Telehandler Forklift</td>
<td>$58,833.11</td>
</tr>
<tr>
<td></td>
<td>Pompano Beach, FL</td>
<td></td>
<td><em>NEW</em></td>
</tr>
<tr>
<td>B&amp;M Equipment</td>
<td>Gainesville, FL</td>
<td>New Genie Telehandler Forklift</td>
<td>$56,100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>NEW</em></td>
</tr>
<tr>
<td>United Rentals</td>
<td>1503 West 15th Street</td>
<td>New Genie Telehandler Forklift</td>
<td>$51,151.00</td>
</tr>
<tr>
<td></td>
<td>Panama City, FL 32401</td>
<td></td>
<td><em>NEW</em></td>
</tr>
<tr>
<td>Olympic Equipment Rentals</td>
<td>717 S Vermont Street</td>
<td>New Genie Telehandler Forklift</td>
<td>$53,912.83</td>
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<tr>
<td></td>
<td>Palatine, IL 60067</td>
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<td><em>NEW</em></td>
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<tr>
<td>Rental Inc</td>
<td>127 Griffin Blvd</td>
<td>New Genie Telehandler Forklift</td>
<td>$57,600.00</td>
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<tr>
<td></td>
<td>Panama City Beach, FL</td>
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**EQUIPMENT SALE QUOTE**

**# 125970257**

<table>
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<th>535095</th>
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<tbody>
<tr>
<td>Quote Date</td>
<td>02/02/15</td>
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<tr>
<td>UR Job Loc</td>
<td>16200 FRANK BROWN PA</td>
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<tr>
<td>UR Job #</td>
<td>21</td>
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<td>Customer Job ID</td>
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<td>P.O. #</td>
<td>VBL</td>
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<tr>
<td>Ordered By</td>
<td></td>
</tr>
<tr>
<td>Written By</td>
<td>JACOB SINGLETARY</td>
</tr>
<tr>
<td>Salesperson</td>
<td>JACOB SINGLETARY</td>
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CITY OF PANAMA CITY BEACH
110 S ARNOLD RD
PANAMA CITY FL 32413

---

<table>
<thead>
<tr>
<th>Qty</th>
<th>Equipment #</th>
<th>Price</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>2331025</td>
<td>CC: 233-1025</td>
<td>51151.00</td>
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<tr>
<td></td>
<td>FORKLIFT VARIABLE REACH 5000# 16-20'</td>
<td></td>
<td>51151.00</td>
</tr>
<tr>
<td></td>
<td>GENIE gth5519</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Customer is hereby notified that United Rentals has assigned its rights (but not its obligations) in the agreement to sell all or any of the used equipment described herein to United Rentals Exchange, LLC., a qualified intermediary, as part of a Section 1031 like-kind exchange program.

---

**Foam Filled Tires**

---

Note: This proposal may be withdrawn if not accepted within 30 days.
### Customer Information
Name: City of Panama City Beach  
Contact: Mario Gilbert  
Address: 16200 Panama City Beach Pkwy  
City, State: Panama City Beach, FL  
Zip: 32413  
Phone: 850-233-5045  
Fax:

### Job Site Information
Name: City of Panama City Beach  
Contact: Mario Gilbert  
Address: 16200 Panama City Beach Pkwy  
City, State: Panama City Beach, FL  
Zip: 32413  
Phone: 850-233-5045  
Fax:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Part Number</th>
<th>Unit Price</th>
<th>Unit of Measure</th>
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<tr>
<td>1</td>
<td>2008 Genie GTH-5519</td>
<td>412-05-8010</td>
<td>34,930.00</td>
<td>Ea</td>
<td>34,930.00</td>
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Sales Quote is valid through: 02/28/15

Sub Total: 34,930.00  
Transportation Charges: 300.00  
Estimated Taxes: 0.00  
Estimated Total: $35,230.00

Comments:

*This price quote is for information purposes only and does not constitute an offer to rent or sell goods or equipment. All rentals or sales shall be subject to the terms and conditions of Hertz's Rental Contract or Sales Invoice.*
City of Panama City Beach

Bid for Genie Telehandler Forklift GTH-5519

Genie rough terrain Telehandler GTH-5519

Cost: $56,833.11
Freight: $2,000
Lead time: Currently 3 weeks

Specs included on the attached spec sheet.

Diana Johnson
954-892-7853

Sales@RandallEquipment.com
### QUOTE ONLY

**Quote**

This Total is an Estimate Only. Customer Will be Invoiced Based on Actual Apearad Upon Rental Sales or Services Rendered. When Renting an Item, the Customer MUST obtain a call off confirmation if to avoid accruing additional rental charges.

<table>
<thead>
<tr>
<th>Item</th>
<th>Key</th>
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<th>Status</th>
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<td>RTST#Sale</td>
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<td>Retail</td>
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<td>$52,992.83</td>
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<td>1</td>
<td>Genie GTH-5519 compact Telehandler</td>
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<td>Delivery</td>
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<td>$420.00</td>
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<td>1</td>
<td>Del</td>
<td>Pre-Delivery Inspection</td>
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**Signature:**

City of Panama City Beach

---

**Remit To:**

717 S Vermont St.
Peotone, IL 60067
855-OER-USA Phone 847-483-1125 Fax

**Quote #:** c179

**Mon 12/31/-4714**

**Estimated Out:** Thu 3/5/2015 9:00AM

**Estimated In:** Thu 3/5/2015

**Job Name:** , Panama City Beach, FL

**Terms:** Net 30

**Operator:** Ryan Bedingfield

**Job Descr:** Sol # 2015-03

**Ordered By:** Cheryl Joyner - 850-233-5045

**Salesman:** Ryan Bedingfield Phone: 850-233-5045 E-Mail: rbedingfield@oer4usa.com

**Used at Address:** Panama City Beach, FL
January 20, 2015

City of Panama City Beach
Parks & Recreation Department
Frank Brown Park
16200 Panama City Beach Pkwy
Panama City Beach, FL 32413

Attention: Cheryl Joyner

RE: "Genie Forklift Bid"

Bid Date: February 3, 2015 10:00AM

One (1) 2015 Genie Telehandler Forklift
Model#GTH-5519
48" Carriage with 48" pallet forks
Standard features included.

Sale price __________________________ $57,600.00

FOB Delivered

***Prices are good for 30 days and then are subject to change***

Joe R. Scherzinger
President

[Signature]
# B & M Equipment

## Sales Order

**BELLVIEW**

(352) 245-9800

**GAINESVILLE**

(352) 336-9800

**SALES ORDER**

**ACCOUNT NO.**

**COUNTY**

**PARK & RECREATION DEPT.**

**SOLD TO**

CITY OF PANAMA CITY BEACH

16200 PANAMA CITY BEACH PARKWAY

TO

PANAMA CITY BEACH, FL 32413

**Phone No.**

850-233-5045

**ATTN:**

CHERYL JOYNER

**SOLD BY:**

BRIAN ROADERICK

**TERMS:**

F-19-15

<table>
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<th>FINANCE BY:</th>
<th>TERM:</th>
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**Quantity** | **MFG.** | **Model** | **Serial No.** | **Descriptive Information** |
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<td>97H5519</td>
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<td></td>
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<td>4 WHEEL DRIVE</td>
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<td>DEUTZ DIESEL</td>
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**Trade in Equipment**

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<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Serial No.</th>
<th>Trade Allowance</th>
<th>Machine Price</th>
<th>$56,100.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade in Equipment and warrants and certifies it to be free and clear of liens, encumbrances and security interests except to the extent below.

1. **Trade Allowance**: $  
2. **Less Amount Owed To**: $  
3. **Net Trade Allowance, (1 + 2)**: $  

SELLER RETAINS A SECURITY INTEREST IN THE PURCHASED GOODS UNTIL THE PRICE IS FULLY PAID. SELLER AND MANUFACTURER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS) EXCEPT AS NOTED ON THIS CONTRACT WARRANTY.

☐ THIS UNIT IS SOLD WITHOUT WARRANTY "AS-IS" CONDITION. INITIAL  
☐ THIS UNIT IS SOLD WITH THE STANDARD WARRANTY AS DESCRIBED IN THE MANUFACTURER'S OWNER MANUAL.  
☐ THIS UNIT IS SOLD WITH THE FOLLOWING WARRANTY: 1 YEAR

NOTICE TO PURCHASER

1. Read this contract before you sign it.  
2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.  
3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the Seller.  
4. The additional terms and conditions set forth on the reverse side are part of this contract and are incorporated herein by reference.  
   It is understood that this is the entire agreement between the parties.

**Accepted**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Purchasing Company</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

**Title**:  
**Date**:  
**Customer Purchase Order**:  

**CONSENT**

**AGENDA ITEM #**

6
REGULAR AGENDA
ITEM #1,

BOYS & GIRLS CLUB
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Caleb Berry

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

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

Presented this 12th of February, 2015

MAYOR GAYLE F. OBERST

AGENDA ITEM #
REGULAR AGENDA

ITEM #2,

CAPITAL

IMPROVEMENT

REVENUE BONDS
Memorandum

To: Iolly White, City Clerk
From: Jay Glover, Public Financial Management
Re: Capital Improvement Revenue Bonds, Series 2006 (Front Beach Road Project) – Refunding Opportunity

As financial advisor to the City of Panama City Beach, Florida (the “City”), Public Financial Management (PFM) continually monitors the City’s outstanding debt portfolio for refunding opportunities that could lower the City’s overall debt service payments. We have reviewed the City’s outstanding Capital Improvement Revenue Bonds, Series 2006 (the “2006 Bonds”) issued for the Front Beach Road Project and determined that current market conditions would allow the City to refund these bonds for debt service savings that exceed the minimum threshold that most local government employ when considering a refunding (minimum savings threshold of 5.00% of the refunded bonds par amount).

This refunding opportunity has been discussed with City staff numerous times over the last 12 to 18 months, but until now the financing team elected not to pursue the opportunity due to the modest amount of savings, the complexity of the credit and the amount of negative arbitrage in the escrow that would have been incurred through the initial call date of November 1, 2016. As a result of continued improvement in the market conditions and being closer to the call date and thus less negative arbitrage in the escrow, we are now recommending that the City move forward.

The callable portion of the 2006 Bonds are outstanding in the principal amount of $39,965,000. In order to gauge the potential savings that could be generated under current market conditions, PFM analyzed a direct placement bank loan refunding as well as a publically offered capital markets refunding. Based on current market conditions we estimate the direct placement bank loan refunding is the preferred option and will generate approximately $4 million of net present value debt service savings or 10% of the refunded bonds par amount.

Given the relatively complex credit structure of the 2006 Bonds along with the long term final maturity (2031), PFM recommends contacting a few banks that are familiar with the City’s financial position and have shown a prior interest in providing credit to the City to gauge their interest in providing the refunding loan. PFM will work with City staff to solicit this feedback with the goal of bringing a final financing package to the City Council for consideration. We look forward to working with the City to complete this transaction and if you have any questions please feel free to contact me at 407-406-5760 or gloverj@pfm.com.
REGULAR AGENDA
ITEM #3,

ORDINANCE 1328
ORDINANCE NO. 1328

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO APPLICATION, REVIEW AND DECISION-MAKING PROCEDURES; PROVIDING THAT AN ADVERSELY AFFECTED PARTY WHO REQUESTS A HEARING OR ADMINISTRATIVE APPEAL BEFORE THE PLANNING BOARD, OR A REHEARING OR ADMINISTRATIVE APPEAL BEFORE THE CITY COUNCIL, SHALL PROVIDE ANY AMENDMENTS TO THAT REQUEST NO LESS THAN TEN DAYS PRIOR TO THE PUBLIC HEARING SCHEDULED FOR SAID REQUEST; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City's Land Development Code permits adversely affected parties to file requests for a hearing before the Planning Board to challenge Notices of Intent to Issue a Development Order or any administrative decisions made by the City's Building and Planning Department regarding land development within the City, and also permits Adversely Affected Parties to request rehearings before the City Council of matters previously presented to the Planning Board; and

WHEREAS, the City's current administrative procedures provide that the City staff shall prepare a written report and analysis no less than five days prior to the Planning Board's or City Council's public hearing requested by an adversely affected party on certain applications for development; and

WHEREAS, the City's Land Development Code does not uniformly require adversely affected parties who make such requests to state the grounds for such requests, or limit the timeframe in which adversely affected parties may amend such requests, such that the City staff is unable to adequately prepare the written report, or other analysis necessary for the scheduled hearing.

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 10.06.02 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text bold and underlined, deleted text struckthrough):
10.06.00 TYPE I PROCEDURES – NOTICE OF INTENT PROCEEDINGS

10.06.01 Generally
The procedures set forth in this section, are applicable to all applications subject to Type I review, which are listed in section 10.04.02.

10.06.02 Procedures After Completeness Determination

A. When the Building and Planning Department and the Engineering Department determine that the application is consistent with the requirements of the Comprehensive Plan and the LDC, the Building and Planning Department shall issue a Notice of Intent to issue a Local Development Order, PUD or TNOD Final Development Plan approval or preliminary Plat approval. The Notice of Intent shall contain the following information:

1. The information required in section 10.03.01;
2. A statement notifying affected parties of their right to file a written request for a public hearing before the Planning Board;
3. The requirements for such a written request; and
4. The deadline for filing such a written request.

B. As soon as practicable after issuance, the Notice of Intent shall be mailed to the applicant and noticed by Publication.

C. An Adversely Affected Person may file a written request for a hearing with the Building and Planning Department within five (5) days of Publication of the Notice of Intent. The written request for a hearing shall identify the specific sections of the Comprehensive Plan and/or the LDC that the application violates and describe how such sections are not met. Amendments to the written request for a hearing may be made no less than ten (10) days prior to the Planning Board's public hearing on the application.

D. If a written request for a hearing has not been filed within five (5) days of Publication of the Notice of Intent, the Building and Planning Department shall issue the Local Development Order PUD or TNOD Final Development Plan approval or Building Permit for which application was made.

E. If a written request for a hearing has been filed within five (5) days of Publication of the Notice of Intent, the Building and Planning Department shall schedule a quasi-judicial hearing on the application before the Planning Board.

F. In the event the Building and Planning Department or the Engineering Department determine that the application is complete but that the proposed action fails to comply with the requirements of the Comprehensive Plan and the LDC, the Building and Planning Department shall issue a notice of intent to deny the application which shall be subject to the
notice and appeal procedures provided in this section, except that if a request for a hearing is not timely and properly made by an *Adversely Affected Person*, the application for the *Local Development Order, PUD or TNOD Final Development Plan* approval or *Building Permit* shall be deemed denied upon expiration of the time for requesting a hearing without the necessity of further action by the *Building* and Planning Department.

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

10.06.03 Procedural Requirements Regarding a Request for Hearing to Address a Notice of Intent

A. The *Building* and Planning Department and the Engineering Department shall prepare a written report to the Planning Board setting forth the Department’s analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board’s public hearing on the application.

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

B. The hearing shall be conducted under the procedures for Administrative Appeals and City Council rehearings specified in sections 10.16.00 and 10.17.00.

SECTION 2. From and after the effective date of this ordinance, Section 10.10.02 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text **bold and underlined**, deleted text **strikethrough**):

10.10.00 TYPE V PROCEDURES – PLANNING BOARD PROCEEDINGS

10.10.02 Procedures After Completeness Determination

A. Within thirty (30) days of the *Building* and Planning Department’s determination that the application is complete, the Department shall schedule a public hearing on the application before the Planning Board.

B. The *Building* and Planning Department shall prepare a written report to the Planning Board regarding the Department’s analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board’s public hearing on the application.

C. The Planning Board shall conduct a quasi-judicial hearing on the application and determine whether the following conditions (among others it deems appropriate) are met by the applicant:
1. That the Development is planned under unified ownership and control rather than as an aggregation of individual and unrelated Buildings and Uses;

2. That the applicant has met the intent of the applicable sections addressing PUD or TNOD; and

3. That the applicant is providing sufficient public benefit to allow the applicant to deviate from the regulations applicable within the underlying zoning district generally.

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

D. At the conclusion of the quasi-judicial hearing or within thirty (30) days thereafter, the Planning Board’s decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board’s secretary.

E. Notice of the proposed order shall be mailed to the applicant and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.

F. Within ten (10) days after mailing the notice of proposed order, the City, the applicant or an Adversely Affected Person who appeared at the hearing shall be entitled to file with the secretary of the Planning Board a written request for a rehearing before the City Council. The written request for a rehearing shall set forth the specific grounds for such request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council’s public hearing on the application.

G. If no such request is timely filed, the Planning Board’s proposed order shall become final and the City Council shall have no jurisdiction in the matter.

H. If such a request is timely filed, the Planning Board’s proposed order shall be superseded by the City Council’s final action on the request pursuant to section 10.17.00.

SECTION 3. From and after the effective date of this ordinance, Section 10.11.02 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text bold and underlined, deleted text struckthrough):
10.11.00 TYPE VI PROCEDURES – VARIANCE PROCEEDINGS

10.11.01 Generally

A. The procedures set forth in this section are applicable to all applications subject to Type VI review which are listed in section 10.04.07. A Type VI review is not an administrative appeal.

B. Notice of the Planning Board quasi-judicial hearings shall be provided by Neighborhood Notice, posting and Publication. For Neighborhood Notice of a variance for an existing or proposed structure more than forty (40) feet in height, a distance of 500 feet shall be used. For Neighborhood Notice of all other variances, a distance of 150 feet shall be used.

C. All quasi-judicial hearings shall be conducted pursuant to the requirements of section 10.13.00.

10.11.02 Procedures After Completeness Determination

A. Within thirty (30) days of the Building and Planning Department’s determination that the application is complete, the Department shall schedule a public hearing on the application before the Planning Board.

B. The Building and Planning Department shall prepare a written report to the Planning Board regarding the Department’s analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board’s public hearing on the application.

C. The Planning Board shall conduct a quasi-judicial hearing on the application.

D. At the conclusion of the quasi-judicial hearing or within 30 days thereafter, the Planning Board’s decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board’s secretary.

E. Notice of the proposed order shall be mailed to the applicant and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.

F. Within ten (10) days after mailing the notice of proposed order, the City, the applicant or an Adversely Affected Person who appeared at the hearing shall be entitled to file with the secretary of the Planning Board a written request for a rehearing before the City Council. The written request for a rehearing shall identify the specific grounds for such

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Page 5 of 10

AGENDA ITEM #
request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council's public hearing on the application.

G. If no such request is timely filed, the Planning Board's proposed order shall become final and the City Council shall have no jurisdiction in the matter.

H. If such a request is timely filed, the Planning Board's proposed order shall be superseded by the City Council's final action on the request pursuant to section 10.17.00.

SECTION 4. From and after the effective date of this ordinance, Section 10.14.01 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

10.14.00 PROCEDURES AND REQUIREMENTS FOR BUILDING PERMITS AND TEMPORARY USE PERMITS

10.14.01 Generally

A. **Building Permits** are required for new construction of **Buildings** and structures, signs, fences, walls, **Accessory Buildings**, temporary **Buildings** and modifications to Existing Structures, subject to the administrative procedures set forth in the **FBC**.

B. **Building Permits** are required for electrical, plumbing, heating and air conditioning, gas or swimming pool installation, subject to the administrative procedures set forth in the **FBC**.

C. The **City Manager** is authorized and directed to establish and submit to the City Council for approval by resolution, from time to time, an Engineering Technical Manual to specify technical standards for stormwater improvements, sanitary sewer connections, potable water connections, reuse water connections, **Street** and other public works construction, sidewalk construction, paving, land clearing and such other similar matters as may be addressed in such a resolution. No **Building Permit** shall be issued for **Development** not in compliance with those technical standards.

D. Applications shall be submitted to the Building and Planning Department and shall comply with the submittal requirements of section 10.02.00 et seq.

E. Applications shall be reviewed by the **City Manager** for compliance with the requirements of this **LDC**, including the Engineering Technical Manual.
F. The City Manager shall render his written decision, within thirty (30) days of the submittal of a complete application, to approve, approve with conditions or deny the application.

G. Mailed Notice of the City Manager's decision to approve, approve with conditions or deny the application shall be given to the applicant. Posted Notice of the City Manager's decision to approve or approve with conditions shall be provided and may be removed ten (10) days after first posting.

H. The applicant or, if the decision is to approve or approve with conditions an Adversely Affected Person, may appeal the City Manager's decision by filing a notice of Administrative Appeal to the Planning Board with the City Clerk within ten (10) days after the later of the Mailed Notice or the Posted Notice. The written notice of appeal shall identify the specific grounds for such appeal. Amendments to the stated grounds for appeal set forth within the notice may be made no less than ten (10) days prior to the City Council's public hearing on the application.

SECTION 5. From and after the effective date of this ordinance, Section 10.16.00 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

10.16.00 ADMINISTRATIVE APPEALS

10.16.01 Applicability
An Adversely Affected Person may appeal an administrative decision to the Planning Board.

10.16.02 Time for Filing Administrative Appeal and Submittal Requirements
An administrative appeal shall be filed with the office and within the time period specified in the LDC for such appeal or if no office or time period is so specified, with the City Manager and within thirty (30) days of the administrative decision that is the subject of the administrative appeal. An administrative appeal shall include:

A. All information required pursuant to section 10.02.01 which has not been previously provided in the pending application.

B. A copy of the decision order or ruling from which the administrative appeal is taken.

C. The date of the decision order or ruling which is the subject of the administrative appeal.

D. The grounds for the administrative appeal, including a summary of any argument in support thereof which the applicant wishes to advance to the Planning Board. Amendments to the
grounds for the appeal may be made in writing no less than ten (10) days prior to the Planning Board’s public hearing on the appeal.

10.16.03 Stay of Proceedings
The filing of an administrative appeal stays all proceedings in furtherance of the action that is the subject of the administrative appeal, unless the City Manager certifies to the Planning Board that a stay would cause imminent peril to life and property. In such a case, the proceedings shall not be stayed unless the person who has filed the appeal obtains a restraining order from either the Planning Board or a Circuit Court. The Planning Board shall not issue a restraining order unless notice of the request has been provided to the City Manager.

10.16.04 Hearing Before the Planning Board

A. Time

1. A hearing before the Planning Board on an Administrative Appeal shall be scheduled and held within forty-five (45) days of the filing of the Administrative Appeal, not counting the day of receipt and not counting any Saturday, Sunday or legal holiday which falls upon the forty-fifth (45th) day.

2. With respect to any appeal from the denial in whole or in part of an application made under the Sign Code (herein a "Sign Application Appeal"), if the Board fails to meet and commence the hearing within such forty-five (45) day period, the appeal will be deemed denied and the decision of the City Manager or designee regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction. The Board shall render a written decision on a Sign Application Appeal within ten (10) days following the commencement of the hearing, failing which the appeal shall be deemed denied and the decision of the City Manager or designee will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction. The applicant may waive or extend these deadlines and proceed to a hearing before the Board.

B. The Building and Planning Department shall prepare a written report to the Planning Board regarding Department’s analysis of the pending Administrative Appeal. The report shall be available to the person filing the Administrative Appeal and the general public no less than five (5) days prior to the Planning Board’s public hearing on the application.

C. The Planning Board shall conduct a quasi-judicial hearing, pursuant to the requirements of section 10.13.00 on the Administrative Appeal.

D. Notice of the quasi-judicial hearing shall be provided by posting and Publication.

E. At the conclusion of the quasi-judicial hearing or within thirty (30) days thereafter, the Planning Board shall issue a proposed order to:
1. Reverse, wholly or partly, the administrative decision that is the subject of the Administrative Appeal;

2. Affirm, wholly or partly, the administrative decision that is the subject of the Administrative Appeal; or

3. Modify the administrative decision that is the subject of the Administrative Appeal.

F. The Planning Board’s decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board’s secretary.

G. Notice of the proposed order shall be mailed to the party who invoked the jurisdiction of the Planning Board and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.

H. Within ten (10) days after mailing the notice of proposed order, the City, the party who invoked the jurisdiction of the Planning Board or an Adversely Affected Person who attended the hearing shall be entitled to file with the secretary of the Planning Board a request for rehearing before the City Council. The written request for a rehearing shall identify the specific grounds for the request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council’s public hearing on the application.

I. If no such request is timely filed, the Planning Board’s proposed order shall become final and the City Council shall have no jurisdiction in the matter.

J. If such a request is timely filed, the Planning Board’s proposed order shall be superseded by the City Council’s final action on the request pursuant to section 10.17.00.

K. Once an administrative decision concerning a Sign is appealed, the City Manager or designee shall take no further action on the matter pending the Board’s decision, except for unsafe Signs which present an immediate danger to the public in which event the City may pursue any legal remedy available to it.

L. In the case of a hearing concerning an interpretation of the Sign Code or the denial in whole or in part of an application made under the Sign Code, the person who invoked the jurisdiction of the Board and any Adversely Affected Party who attended the hearing and is aggrieved by a decision of the Planning Board, including the City, may elect to request a rehearing before the City Council as provided above or, alternatively, the applicant may elect to seek judicial review in a court of competent jurisdiction in which case the City Council shall have no further jurisdiction until the judicial review is completed.
SECTION 6. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 7. 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 8. 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__________, 2015.

CITY OF PANAMA CITY BEACH

ATTEST: By________________________________________

GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED in ___________________ on the ____ day of ________, 2015.
POSTED on pcbgov.com on the ____ day ____________, 2015.

HOLLY J. WHITE, CITY CLERK

Ord. 1328
Page 10 of 10
REGULAR AGENDA
ITEM #4,

ORDINANCE 1335
ORDINANCE NO. 1335

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO COMMERCIAL USE OF FRONT YARDS; RECLASSIFYING THE COMMERCIAL USE OF FRONT YARDS FROM A CONDITIONAL USE TO A SUPPLEMENTAL USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City's Land Development Code classifies the Commercial Use of Front Yards as a Conditional Use which requires a public hearing; and

WHEREAS, the current regulation creates a disincentive for a business to create such outdoor areas because of the expense and time involved in the extraordinary notice and undertaking of public hearings; and

WHEREAS, the Front Beach Road Overlay District was adopted with the intent of encouraging such uses rather than providing barriers to their existence; and

WHEREAS, reclassifying the commercial use of front yards as a supplemental use will empower staff to approve the request as a matter of right if all conditions for such use are met.

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 7.02.03G of the City's Land Development Code, related to Front Yards along Front Beach Road, Arnold Road and South Thomas Drive, 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 7.02.03G. 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 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. 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 7.02.03L. In addition to the items listed below, the City may approve the installation of decorative bike racks, planter pots and pedestrian furniture.

<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 Paving/Hardscape</td>
<td>Behind the back edge of the sidewalk</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Groundcover</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td>2</td>
<td>Lawn</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Hedge</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Clustered Ornaments: Flowering trees, palms</td>
<td>Along Building Facade</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Planting Beds: <em>Shrubs</em>, seasonal plantings</td>
<td>At the front property line or along the back edge of a sidewalk outside of the right-of-way</td>
<td>A</td>
</tr>
<tr>
<td>3</td>
<td>Trees planted on 50 feet centers</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td><em>Decorative Fence</em> 42 inch maximum height (see Section 7.02.03.G.3.d)</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Masonry Wall with Hedge</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Masonry Wall with clustered ornamentals or groundcover</td>
<td></td>
<td>A</td>
</tr>
</tbody>
</table>
Notes:
1: \( d \) = distance measured in feet
2: \( A \) = allowed item
3: \( < = \) is less than
4: \( \leq \) is less than or equal to
5: \( \geq \) 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>
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Notes:
1: \( d \) = distance measured in feet
2: \( < = \) is less than
3: \( \leq \) is less than or equal to
4: \( \geq \) is greater than or equal to

3. **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 supplemental 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 supplemental conditional Use approval, Front Yard improvements shall be limited to seating, decorative waste receptacles, fountains, water features and landscaping.

4. Maintenance. The ultimate owner of the Front Yard shall be responsible for raising all monies 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 (15%) shall be added to such bills and a lien shall be filed against the Premises in the same manner as other municipal claims.

(c) Commercial Use of Front Yards. All or a portion of privately owned Front Yards may be used for dining areas or other commercial activities, subject to approval of a Conditional Use Supplemental Standards for Specific Uses as provided in section Error! Reference source not found. 5.04.06.

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

SECTION 2. From and after the effective date of this ordinance, Section 5.04.06, of the City's Land Development Code, related to Supplemental Uses, is created to read as follows:
5.04.06 Reserved Commercial Use of Front Yards
All or a portion of privately owned Front Yards may be used for dining areas or other commercial activities in the FBO districts subject to conditional use approval and compliance with the following conditions:

A. The Use complies with applicable design requirements in the district;
B. The Use is limited to the hours of operations of the business in the principal structure, with all displays and stands being moved indoors nightly;
C. The Use will not interfere with pedestrian movement along public sidewalks;
D. The Use will not create a traffic hazard or interfere with transit service;
E. The Use will not interfere with the Use, enjoyment or operations of adjacent properties; and
F. The approval shall be valid for one year and shall automatically be renewed unless the City finds evidence of repeated or intentional failure to maintain one or more of the conditions of approval. If such evidence is presented then the approval may only be extended following submission of a credible plan to correct such failures and maintain compliance with such conditions.

SECTION 3. From and after the effective date of this ordinance, Section 5.06.07, of the City’s Land Development Code, related to Conditional Uses is hereby repealed.

5.06.07 Commercial Use of Front Yards Reserved.
All or a portion of privately owned Front Yards may be used for dining areas or other commercial activities in the FBO districts subject to conditional use approval and compliance with the following conditions:

A. The Use complies with applicable design requirements in the district;
B. The Use is limited to the hours of operations of the business in the principal structure, with all displays and stands being moved indoors nightly;
C. The Use will not interfere with pedestrian movement along public sidewalks;
D. The Use will not create a traffic hazard or interfere with transit service;
E. The Use will not interfere with the Use, enjoyment or operations of adjacent properties; and
F. The conditional use approval shall be valid for one year and shall automatically be renewed unless the Planning Board finds evidence of failure to comply with one or more of the conditions of approval. If such evidence is presented then the conditional use approval may only be extended following a hearing following the procedures for a new conditional use application.
SECTION 4. From and after the effective date of this ordinance, Table 2.03.02, in Section 2.03.02 of the City's Land Development Code related to Land Uses, is amended to read as follows:

2.03.00 LAND USES ALLOWED IN ZONING DISTRICTS

2.03.02 Land Uses

A. Legend:

1. P = Permitted, subject to standards for the zoning district.

2. A = Accessory, subject to standards for Accessory Uses in section 5.02.00.

3. C = Conditional, subject to additional standards for the Use and additional review and approval procedures. (see section 5.06.00 et seq)

4. S = Supplemental, subject to standards for the zoning district and additional standards for the specific Use. The numbers indicate the section of this LDC that contains the supplemental standards. (see section 5.04.00 et seq)

5. Uses that are not listed or found to be substantially similar to listed Uses are prohibited. All listed Uses are prohibited in those districts where no indicator ("P", "A", "C", "S") is provided.

<table>
<thead>
<tr>
<th>Land Uses</th>
<th>AR</th>
<th>R1a</th>
<th>R1b</th>
<th>R1c</th>
<th>R1f</th>
<th>RC</th>
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SECTION 5. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 6. 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 City's 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 7. 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 ______________, 2015.

CITY OF PANAMA CITY BEACH

ATTEST: By ______________________________

GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED in ________________ on the ___ day of _________, 2015.
POSTED on pcbgov.com on the ___ day ____________, 2015.

__________________
HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #5,
ORDINANCE 1339
ORDINANCE NO. 1339

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S SPECIAL EVENT ORDINANCE TO REQUIRE COMPLETED APPLICATIONS FOR ALL SPECIAL EVENTS BE SUBMITTED NO LESS THAN THIRTY DAYS PRIOR TO THE OPENING OF THE SPECIAL EVENT TO THE PUBLIC; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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;

which ordinance, among other things, created a new category of special events occurring entirely on the sandy gulf beach; 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, directed staff to prepare another ordinance addressing the material changes desired to address the substantive issues raised during those public meetings; and

WHEREAS, on December 11, 2014, the City adopted Ordinance 1336 entitled:

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.

which ordinance, among other things, provided that complete applications for sandy beach events be submitted to the City no less than thirty (30) days prior to the first day of the special event; and

WHEREAS, City staff recognized during the drafting of Ordinance 1336 that this application deadline should be applicable to all special events and not just that category of special events occurring on the sandy gulf beach, but determined that the application of this requirement to all special events was beyond the scope of the stated intent of the ordinance, which by title and substance related only to sandy beach events, and that the extension of this application deadline requirement to all special events be adopted by a separate ordinance.

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, Section 4-18, Article II of Chapter 4 of the Panama City Beach Code of Ordinances is amended to read as follows (deleted text struck, new text underlined):

CHAPTER 4: AMUSEMENTS

ARTICLE II. SPECIAL EVENTS

Sec. 4-18. Application for permit. 
A complete application for a special event shall be filed, and permit fee paid, no less than thirty (30) days before the opening of the event to the public. 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 "coolers 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 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 minimum 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.

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 ____________, 2015.

CITY OF PANAMA CITY BEACH

ATTEST:

________________________
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED IN _________________ ON THE ___ DAY OF _______, 2015.
POSTED ON PCBGOV.COM ON THE ___ DAY __________, 2015.

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

RESOLUTION 15-57
RESOLUTION 15-57

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 Business Customer Agreement between the City and WOW! INTERNET, CABLE AND PHONE, relating to installation of facilities and provision of dedicated internet access services at Aaron Bessant Park, in the basic amount of $1300 monthly and $15,600 annually, together with a $500 installation fee, in substantially the form attached and presented to the Council today, draft dated January 23, 2015, 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 ___________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

_______________________________
Holly White, City Clerk
February 5, 2015

TO: Mario Gisbert, City Manager
   City of Panama City Beach

FROM: Dan Rowe, President/CEO
      Panama City Beach Convention & Visitors Bureau

RE: Aaron Bessant Park Improvements

At the January 22, 2015 CVB/TDC Combined Board Meeting, the Board of Directors authorized me to move forward in underwriting the high-speed Internet connection for the Aaron Bessant Park Amphitheater as part of our on-going support for this facility.

The CVB is committed in paying for this service for three years. As part of this commitment, we ask that this connection is made available to promoters utilizing Amphitheater as a component of the $2.00 ticket service charge. For all other uses of facility, we believe it is appropriate for the City to bill the event organizer for the service.

Our hope is that the ticket service fees and the event usage fees will ultimately cover the annual cost of the service and relieve the CVB of this annual expense.
### BUSINESS SERVICE ORDER

**BUSINESS:** Aaron Bessant Park-DIA  
**CONTACT:** Dan Rowe  
**Phone:** (850) 233-5070  
**Fed Tax ID:**  
**Date:** 01/23/2015  
**Quote #:** OPP-213305  
**SALES REP**  
Broderick Grimes  
(850) 215-4300  
broderick.grimes@wideopenwest.com

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*Pricing subject to approval after internal review*

**Special Instructions:** 100 Mbps DIA. Construction is required.

**Promotional Offer Details:**

**Directory Listing Information - Address:**

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<tr>
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<th>SIC Code:</th>
<th>YPH Code:</th>
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You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases. The Agreement is subject to automatic renewal. Early termination fees may apply.

X (Initials)
WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your," and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority or/and the subsidiary that provides phone service in your area as "WOW!" or "our.", "we", "us", or "our.". The Services will be provided to you by the WOW! company that operates in your service area.

1. Subscription to Services. By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of and shall be subject to this Agreement.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at http://www.wowway.biz/policies-and-terms (the "General Terms"), which may be modified by WOW! from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at http://www.wowway.biz/policies-and-terms or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by WOW! from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable WOW! Tariffs, which are available for review at http://www.wowway.biz/policies-and-terms, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at http://www.wowway.biz/policies-and-terms or (any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly review our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"). (2) the General Terms. (3) the Service Policies, and (4) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed taxes and fees, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WO!

5. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates) that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

6. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

7. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new
number on stationery or cards until after the install is complete.

8. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

9. Term and Termination; Early Termination Fee. The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If WOW! terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by WOW! through the date of termination including but not limited to any third party costs incurred by WOW!, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from WOW!, if less than twelve months) purchased from WOW! multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

10. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, reconfigure, alter, operate, remove and maintain its equipment (the "System") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! In its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

12. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

13. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect. IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

Signature:

Date:

Print Name: Broderick Grimes

Title: Business Account Executive-Sr.

CUSTOMER

Signature:

Print Name:

Title:

Date:

Service Address: 600 Pier Park Dr. Panama City Beach FL 32413

Phone: (850) 233-5070

CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include automated calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at wowway.biznetworkmanagement; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at http://www.wowway.biz/policies-and-terms.

PIN # _______ _______ _______

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.
REGULAR AGENDA
ITEM #7,

RESOLUTION 15-58
RESOLUTION 15-58

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 Horizontal Infrastructure Completion Agreement between the City and The St. Joe Company, relating to the installation and construction of utilities and transportation improvements in Breakfast Point Phase 3A, which improvements shall be secured by a performance bond in the amount of Eight Hundred Thousand Dollars ($800,000) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ___________________________
    Gayle F. Oberst, Mayor

ATTEST:

___________________________
Holly White, City Clerk
HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT

THIS HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT ("HICA") made and entered into this ___ day of ______________, 2015, by and between The St. Joe Company, a Florida corporation (the "Developer"), and THE CITY OF PANAMA CITY BEACH (the "City");

WITNESSETH:

WHEREAS, the Developer is requesting final approval from the City Council of Panama City Beach, Florida for a plat of Breakfast Point—Phase 3A, (the "Plat") a proposed subdivision located immediately west of Breakfast Point Phase 2B and immediately south and adjacent to Breakfast Point Phase 1 (the "Subdivision"), and

WHEREAS, the City intends to provide water and utility service within the Subdivision, and

WHEREAS, the City intends to maintain the roadways, sidewalks, and those portions of the stormwater collection system located within the right of ways and public easements, and

WHEREAS, the Developer intends to complete construction of roadway and sidewalk improvements within road right-of-ways (the "Transportation Facilities"), stormwater ponds (the "Stormwater Treatment and Attenuation Facilities") and water and sewer utilities and stormwater collection system (the "Horizontal Infrastructure") as specified in the plans and specifications titled "Breakfast Point Subdivision Phase 3A" prepared and sealed by Preble-Rish, Inc., Project No. 190.246, submitted on behalf of the Developer and approved by the City on May 1, 2014 (the "Plans"), and

WHEREAS, City policy requires Developer’s dedication and the City’s acceptance of the Transportation Facilities and Horizontal Infrastructure within the Subdivision before providing service, and

WHEREAS, the City has reviewed the Plans for construction and design of the Transportation Facilities and Horizontal Infrastructure, but the City is unwilling to accept the
Transportation Facilities and Horizontal Infrastructure pending the completed construction, inspection and approval of the Transportation Facilities and Horizontal Infrastructure, and

WHEREAS, the Developer desires immediate Plat approval prior to the Developer’s construction and City’s acceptance of the Transportation Facilities and Horizontal Infrastructure, and

WHEREAS, the City is unwilling to approve the Plat unless the Developer covenants to construct the Transportation Facilities and Horizontal Infrastructure to City standards, maintain and repair the Transportation Facilities and Horizontal Infrastructure until City acceptance and post an unconditional Performance Bond to secure performance of these covenants; and

WHEREAS, the Developer and the City wish to document the obligations and conveyances contemplated by each party, and the order and procedure by which these obligations shall be discharged;

NOW THEREFORE, in consideration of the mutual covenants hereinafter expressed, and the City’s reliance upon those presents, the parties agree and commit themselves as follows:

1. The foregoing recitals are true, correct and complete.

2. **Term and Termination.** This Agreement shall commence immediately upon execution by both parties and thereafter shall terminate upon the acceptance of both the Transportation Facilities and Horizontal Infrastructure, at which time the Performance Bond shall be released.

3. **Performance Bond.** Prior to the recording of the Plat, the Developer shall provide a performance bond in the amount of Eight Hundred Thousand Dollars ($800,000) in favor of the City issued by a surety reasonably acceptable to the City to secure the full and timely performance of Developer’s covenants set forth in this Agreement (the “Performance Bond”).

4. **Transportation Facilities.** Within twelve (12) months of the City’s execution of this Agreement, and prior to requesting any Certificate of Occupancy for any structure within the Plat boundary, the Developer will complete construction of the Subdivision’s Transportation Facilities as specified in the Plans. All construction shall be performed in accordance with sound engineering practices.
and according to the Plans, all as determined and interpreted by the City using its reasonable discretion.

5. The Plat.
A. Concurrent with execution of this agreement, the City will approve the Plat, in the form reviewed and approved by City staff and presented to the Council for consideration simultaneous with this Agreement. The promise of Developer’s timely and proper completion of construction of the Transportation Facilities and Horizontal Infrastructure and its maintenance and repair until acceptance by the City is a material covenant upon which reliance is placed by the City in making this Agreement and approving the Plat.

B. Developer agrees that monuments will be set on all lot corners prior to the expiration of the Performance Bond described in Paragraph 3 above.

6. The Horizontal Infrastructure. Within twelve (12) months of the City’s execution of this Agreement, the Developer will complete construction of the Subdivision’s Horizontal Infrastructure as specified in the Plans. City agrees that the construction may proceed in two phases, and Developer understands that no Certificate of Occupancy will be issued by the City for structure in a phase until all Horizontal Infrastructure is accepted by the City for that phase. The parties agree that Phase One will consist of Lots 168 through 191. Phase Two will consist of Lots 134 through 167, Lots 192 through 194, and Lot 293. All construction shall be performed in accordance with sound engineering practices and according to the Plans, all as determined and interpreted by the City using its reasonable discretion. Developer shall timely and properly secure all applicable local, county, state and federal permits to construct the Horizontal Infrastructure and shall pay any fees or costs associated therewith. Developer, his agents, subcontractors and the employees of any one of them, shall comply with all applicable laws, regulations and permit conditions related to the construction of the Horizontal Infrastructure. The Developer agrees to dedicate to the City, by Plat dedication, the Horizontal Infrastructure constructed and installed on Developer’s property, at no cost to the City. Developer shall ensure that no potable water service shall be provided through the Horizontal Infrastructure to
any third party user or occupant of the Subdivision until all bacteriological and pressure testing has been completed and the Horizontal Infrastructure have been approved for such use by the Department of Environmental Protection.

7. **Stormwater Facilities.**
   a. *Construction.* Prior to issuance of the first Certificate of Occupancy for any structure within a phase, the Developer will complete construction of the Subdivision’s Stormwater Treatment and Attenuation Facilities as specified in the Plans necessary to support the development in that phase. On or before issuance of the first Certificate of Occupancy for any structure within phase 2 as that phase is described in paragraph 6 above, Developer also agrees to dedicate to the City an access and pipe maintenance easement to Storm Water Maintenance Facility #4 between Lots 150 and 151, if such dedication is not contained on the face of the plat.

   b. All construction shall be performed in accordance with sound engineering practices and according to the Plans, all as determined and interpreted by the City using its reasonable discretion. *Plat and dedication.* Developer agrees to dedicate the stormwater management facilities and any necessary drainage easements to the Breakfast Point Community Association, Inc. for the maintenance of the drainage ponds, on the face of that plat or concurrent with the recording of that plat.

8. **City Acceptance of Infrastructure.** Upon completion of the Transportation Facilities and Horizontal Infrastructure in accordance with the Plans, and inspection by the City, the City will accept, maintain and repair the Transportation Facilities and Horizontal Infrastructure, together with all easements necessary for the City’s use, access and maintenance thereof, in a manner consistent with the maintenance of other City streets and City infrastructure similarly situated. The Developer or its assignee shall be responsible for maintenance and repair of the Horizontal Infrastructure until acceptance of Horizontal Infrastructure by the City. The City shall not accept stormwater treatment or attenuation facilities within the Subdivision, even if the City constructs these improvements, unless such
stormwater facilities are located within right of ways or easements dedicated to
the City.

9. **City Performance.** If for any reason the Developer fails to timely and
substantially complete the installation and construction of any element of the
Transportation Facilities or Horizontal Infrastructure and the City undertakes to
complete such installation and construction: (i) Developer hereby grants the City
a construction license to use, access, construct and install the Transportation
Facilities and/or Horizontal Infrastructure, and (ii) Developer hereby agrees to
reimburse the City for any cost differential between the amount of the
performance bond and the actual cost reasonably incurred by the City upon
demand.

10. **Fees and Costs.** The Developer will pay the fees and costs reasonably incurred to
effect the design, engineering and construction of the Transportation Facilities
and Horizontal Infrastructure, including but not limited to, any fees and costs
imposed by City ordinance or resolution with respect to the review of the Plans,
the inspection of the Transportation Facilities and Horizontal Infrastructure or the
preparation of the necessary instruments contemplated herein.

11. **Developer’s Warranty of Infrastructure.** Developer warranties the workmanship
and material of the Horizontal Infrastructure for a period of one year after the
City’s acceptance of the Horizontal Infrastructure. The Developer further
warrants that said improvements are fit for use as part of the City’s utility system,
and the Developer 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 warranty period.

12. **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.

13. **Indemnification and Hold Harmless.**
A. For a period of one year after City’s acceptance of the Transportation
Facilities and Horizontal Infrastructure, 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 Transportation Facilities and Horizontal Infrastructure by Developer; or (ii) the breach of any of Developer’s representations, warranties, covenants or agreements hereunder. The covenants contained in this sub-paragraph shall survive the termination of this Agreement, but shall expire one year from the City’s acceptance of the Transportation Facilities and Horizontal Infrastructure.

B. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Developer under subsection A above, 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 sub-paragraph shall survive the termination of this Agreement, but shall expire one year from the City’s acceptance of the Transportation Facilities and Horizontal Infrastructure.

14. **Time.** Time is of the essence in this Agreement.

15. **Remedies.** In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner’s property in addition to any other remedies available to it. 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.

16. **Attorney’s 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.

17. **Assignment.** This Agreement is not assignable, except to the extent that the assignee assumes the obligation to complete the Agreement and post the appropriate performance bond or letter of credit to insure the Agreement’s completion.
18. **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.

19. **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 Owner.

20. **Waiver.** Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes 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 executed this Agreement as of the day and year first above written.

Signed in the presence of:

Print Name: ____________________________

The St. Joe Company, a Florida corporation

By: ____________________________

Its

Print Name: ____________________________

CITY OF PANAMA CITY BEACH
a municipal corporation

By Mario Gisbert, City Manager

ATTEST:

Holly J. White, City Clerk
REGULAR AGENDA
ITEM #8,
PLAT APPROVAL
Memorandum

To: Mario Gisbert
CC: Mel Leonard, Holly White
From: Al Shortt, Amy Myers
Date: February 6, 2015
Subject: Plat – Breakfast Point Phase 3A

A quasi-judicial hearing will be held during the February 12, 2015, 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 Breakfast Point Phase 3A proposes to subdivide a parcel of land into 62 single family residential lots. The land which is the subject of this plat is part of a larger tract that is ultimately planned to have approximately 368 single family homes, of which the City has already reviewed and approved construction plans for four previous phases. Breakfast Point is located at the terminus of north Richard Jackson Boulevard.

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 20.4893 ACRES OF LAND
Submitted by THE ST. JOE COMPANY
PARCEL NO. [ ]
PROPERTY LOCATED immediately west of Breakfast Point Phase 2B and immediately south and adjacent to Breakfast Point Phase 1
PANAMA CITY BEACH, FLORIDA

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

03-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 February 12, 2015, hereby makes the following Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. Upon original application of The St. Joe Company, the owner of 20.4893 acres of real property immediately west of Breakfast Point Phase 2B and immediately south and adjacent to Breakfast Point Phase 1, to subdivide such land, the City approved the undated preliminary plat of Breakfast Point Phase 3A, received December, 2014.

2. Upon receipt of the final plat of Breakfast Point Phase 3A, the City Council, on February 12, 2015, 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 February 12, 2015, hearing was properly given.

4. The subject property is located entirely within the corporate City limits.
5. 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.

6. 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, LLC and that there are no unsatisfied mortgages encumbering the lands to be platted other than from U.S. Bank, National Association, as shown thereon.

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

8. The improvements to be dedicated to the City have not been fully constructed, but are secured by an Infrastructure Completion Agreement and Performance Bond as contemplated by LDC Section 10.19.04.

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 and City Engineer, 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 The St. Joe Company, and that there are no unsatisfied mortgages encumbering the lands to be platted.

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 breakfast point phase 3a 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 February, 2015.

______________________________
MAYOR GAYLE F. OBERST

ATTEST:

______________________________
HOLLY J. WHITE, CITY CLERK