REVISED
PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

REGULAR
MEETING DATE: January 8, 2015
MEETING TIME: 6:00 P.M.

I. INVOCATION: PASTOR RAMON DUVALL OF THE BEACHSIDE FELLOWSHIP CHURCH
II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST
III. APPROVAL OF AGENDA
IV. APPROVAL OF MINUTES
V. CONSENT AGENDA
1 REVISION OF THE CITY MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. All Departments have been asked to update their audit lists for surplus/obsolete equipment/vehicles/etc. These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval to remove these items. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List. Auction to be held February 7,2015.

2 RESOLUTION 15-29, STORMWATER DEPARTMENT- JOHN DEERE 310SK LOADER BACKHOE. Staff is requesting approval to purchase a John Deere 310SK Loader Backhoe to be used by the Stormwater Department. It was brought to our attention that there is a State Contract with Nortrax, Inc., that enables local governmental agencies to order equipment at a reduced rate. Many other cities in this County have ordered equipment using this contract.

STAFF RECOMMENDS that the Council authorize the City Manager to purchase one John Deere 310SK Loader Backhoe with the Florida Sheriff's Association Contract #12014-15 Contract for Vehicles and Equipment Contract #14-12-0904, copy attached, in the amount of $77,293. The Stormwater Department has sufficient funds budgeted in the current year for this purchase. “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 Nortrax, Inc., relating to the purchase of a John Deere 310SK Loader Backhoe, in the basic amount of $77,293, in substantially the terms and conditions of the quote attached and presented to the Council today, dated October 1, 2014, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.”

3 RESOLUTION 15-43, 2015 PCB MARDI GRAS & MUSIC FESTIVAL BOURBON STREET PARTY AND PARADE ROAD CLOSURES. “A Resolution authorizing the temporary closing of portions of L. C. Hilton Jr. Drive and Pier Park Drive to permit the 2015 PCB Mardi Gras & Music Festival Bourbon Street Party on February 13 and February 14, 2015; authorizing the temporary closure of portions of Front Beach Road on Saturday, February 14, 2015 to permit the 2015 PCB Mardi Gras & Music Festival Parade; and providing an immediately effective date.”
RESOLUTION 15-45, BIDS- CITY AUCTIONEER. The Police Department asks to award Evans Auctioneers, Inc., the contract to conduct the City Surplus property/vehicle and equipment auction on Saturday, February 7, 2015. Staff advertised requests for statements of qualifications and proposals in the month of December. Three replies were received; BIDERA was disqualified for not following the RFP, and the other two were Global Auction Services and Evans Auctioneers. Global Auction Services quoted a 4.95% sellers’ commission + auction day labor cost: Cashiers(s), bid spotter (s), and auction clerk at $15.00 per hour and a 10% buyers’ premium. Evans Auctioneers, Inc., quoted a 5% sellers’ commission and a 10% buyers’ commission. The Department has used Evans Auctioneers, Inc., for the past several years and has had no issues with them or the service they provide to the community. STAFF RECOMMENDS APPROVAL to contract with Evans Auctioneers, Inc. “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 Evans Auctioneers, to conduct an auction of the City’s surplus property, vehicles and equipment, on February 7, 2015, for a fee of 5% of the total proceeds received, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such agreement shall be conclusive evidence of such approval.”

RESOLUTION 15-46, BIDS- PCBPD VEHICLE PURCHASE. Last October, the Police Department advertised bids for eight vehicles and received two replies. The Department has already purchased seven vehicles from Bay Dodge and now requests to purchase the last vehicle from Bay Dodge. The total amount for the vehicle is $24,879.50. The reason the Department purchased the first 7 in October was because they were not going to start production on the Dodge Chargers until January, 2015, so the Department went with the 2014 Chargers so they would be on line prior to Spring Break. Attached is the supporting documentation for review. STAFF RECOMMENDS approval. “BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Bay Dodge Chrysler Jeep, relating to the purchase of one 2015 Dodge Charger for the Police Department, in the amount not to exceed $24,879.50, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.”

REGULAR AGENDA ITEMS - DISCUSSION/ACTION

1. GFO BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.
2. ML ORDINANCE 1329, AMENDING LDC REGARDING GROUP C SETBACKS, 2ND READING, PUBLIC HEARING AND ADOPTION.
3. ML ORDINANCE 1330, AMENDING DEFINITION OF FLAGS, 2ND READING, PUBLIC HEARING AND ADOPTION.
4. ML ORDINANCE 1331, AMENDING LDC REGARDING PARKING LOT SURFACES, 2ND READING, PUBLIC HEARING AND ADOPTION.
5. ML ORDINANCE 1332, AMENDING LDC REGARDING SITE DESIGN STANDARDS R2 ZONING, 2ND READING, PUBLIC HEARING AND ADOPTION.
6. ML ORDINANCE 1334, AMENDING LDC REGARDING FENCES & WALLS, 2ND READING, PUBLIC HEARING AND ADOPTION.
7. MG ORDINANCE 1337, SCOOTER ORDINANCE FINDINGS, 2ND READING, PUBLIC HEARING AND ADOPTION.
8 ML ORDINANCE 1338, PROHIBITING DUNE WALKOVERS, DISCUSSION, PUBLIC HEARING.

9* MG RESOLUTION 15-41, BIDS- ALF COLEMAN RESURFACING & SIDEWALK PROJECT.

10 MG RESOLUTION 15-42, SALARY STUDY SALARY ADJUSTMENTS BUDGET AMENDMENT #7, PUBLIC HEARING.

11* MG RESOLUTION 15-44, FIRST AMENDMENT TO HOLIDAY RESORT PCB, INC., DEVELOPMENT AGREEMENT, FRONT BEACH ROAD SEGMENT 2.

12 MG GARBAGE FRANCHISE- DISCUSSION.

13 MG CITY MANAGER UPDATE.

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

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

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

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

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

Deputy City Clerk  Date  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: 1/5/15

NEWS MEDIA
News Herald  Contact  John Henderson
Bullet  Phil Lucas
Channel 4  Ryan Rodig
Channel 7  Rex Ogburn
Channel 13  Ken McVay
Comcast  Kay C. McWilliams
WOW  Cil Schnitker
WKGC  Emily Balazs
WLTG  A. D. Whitehurst
Magic Broadcasting  Chris Allen
Clear Channel  Crystal Presley
Panama City Radio  Brandon Andrews

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. 286.0108, FS (1995)
CONSENT AGENDA

ITEM #1,

MASTER AUDIT LIST
<table>
<thead>
<tr>
<th>CID ID</th>
<th>Year</th>
<th>Item</th>
<th>Serial #</th>
<th>Dept.</th>
<th>Recommended Disposition</th>
<th>Notes</th>
<th>CC Mnt</th>
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<tr>
<td>47</td>
<td>2000</td>
<td>large surge protectors</td>
<td>8CFWDB1</td>
<td>PD</td>
<td>Sell at 2014 Auction</td>
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<td>1/8/2015</td>
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<tr>
<td>224</td>
<td>2007</td>
<td>Ford Explorer 2718</td>
<td>1FMEU36E07UAS71240</td>
<td>PD</td>
<td>Sell at 2014 Auction</td>
<td></td>
<td>1/8/2015</td>
</tr>
</tbody>
</table>

REVISION OF THE CITY MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. All departments have been asked to update their audit lists for surplus/obsolete equipment/vehicles/etc. These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval to remove these items. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List. Auction is planned for sometime in February.

1/8/15
CONSENT AGENDA

ITEM #2,

RESOLUTION 15-29
RESOLUTION 15-29

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 Nortrax, Inc., relating to the purchase of a John Deere 310SK Loader Backhoe, in the basic amount of Seventy-Seven Thousand Two Hundred Ninety-Three Dollars ($77,293.00), in substantially the terms and conditions of the quote attached and presented to the Council today, draft dated October 1, 2014, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 8 day of January, 2015.

CITY OF PANAMA CITY BEACH

By: Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk
Memorandum
CITY OF PANAMA CITY BEACH

To: Mario Gisbert
CC: Holly White
From: Paul R. Casto
Date: December 8, 2014
Subject: Stormwater Department - Deere 310SK Loader Backhoe

Staff is requesting approval to purchase a John Deere 310SK, Loader Backhoe, to be used by the Stormwater Department. It was brought to our attention that there is a state contract with Nortrax, Inc. that enables local governmental agencies to order equipment at a reduced rate. Many other cities in this county have ordered equipment using this contract.

Staff recommends that the Council authorize the City Manager to purchase one John Deere 310SK Loader Backhoe with the Florida Sheriff’s Association Contract #12014-15 Contract for Vehicles and Equipment Contract #14-12-0904, copy attached, in the amount of $77,293.00. The Stormwater Department has sufficient funds budgeted in the current year for this purchase.
FLORIDA SHERIFFS ASSOCIATION  
FLORIDA ASSOCIATION OF COUNTIES  
2014-15 Contract for Vehicles and Equipment  
Contract Number 14-12-0904  
Spec #22 4 X 4 Backhoe Loader  
Deere 310SK Loader Backhoe  
October 1, 2014  

Quote for: City of City of Panama City Beach  

Base Unit: Deere 310SK Loader Backhoe Per FSA Spec #22 $ 62,011.00  

Options From Contract:  
- 4891 Upgrade to 21L-24 Tires $1,320.00  
- 5070 Extendable Stick $5,995.00  
- 5285 Pilot Controls $2,075.00  
- 9140 Heavy Duty Bucket Cylinder $213.00  

Non-Stated Options @ 20% Discount:  
- 7035 2 Function loader, quick coupler, ride control $6,646.00  
- 9045 Chrome Exhaust $173.00  
- 9210 Console Left Side $79.00  
- 9215 Oil Sampling Ports $201.00  
Less: Stated Discount 20% (1,420.00)  

Total Optional Price After Discount $5,679.00  

Total Machine Price $77,293.00  

Total Quoted Sale Price from above options $77,293.00  

Dave Walsh, Governmental Sales  
4042 Park Oaks Blvd, Suite 200 Tampa, Florida 33610  
Phone (239) 334-3627 Cell (239) 849-7488  
CONSENT AGENDA ITEM #
BID AWARD ANNOUNCEMENT

14-12-0904

Effective Dates:
October 3, 2014 - September 30, 2015

Cab & Chassis Trucks & Other Fleet Equipment

Participating Sheriffs Offices & Local Governmental Agencies of the State of Florida

Coordinated By

The Florida Sheriffs Association & Florida Association of Counties
FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

SPECIFICATION #022 - 4X4 LOADER BACKHOE WITH CANOPY (STANDARD STICK)

2015 Case 580 SN: 2015 Caterpillar 416
2015 JCB 3CX/14 Super: 2015 John Deere 310SK
2015 New Holland B110C: 2015 Terex TL840
2015 Volvo BL70B

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

1. ENGINE:
   a. Minimum 87 HP Diesel engine
   b. Dry type, radial seal air cleaner and pre-cleaner unit
   c. Spin on type engine oil filter

2. TRANSMISSION:
   a. Four speed power shift or power shuttle transmission

3. OPERATOR ENVIRONMENT:
   a. OSHA approved ROPS canopy shall be integral
   b. Two front and two rear work and driving lights
   c. Stop and turn signals with flashing hazard lamps
   d. Instrument panel with a complete set of gauges or an electronic monitoring device
   e. Standard horn and audible back-up alarm

4. BRAKES:
   a. Brakes shall be oil immersed, hydraulically actuated, multiple disc on final drive input shaft
   b. Brakes shall be completely enclosed and sealed, fully self-adjusting

5. LOADER (SINGLE TILT CYLINDER):
   a. Loader shall be equipped with a return to dig mechanism
   b. Loader shall have positive down pressure sufficient to lift the tractor from end off level ground
   c. Loader bucket SAE heaped capacity of minimum 1.3 yards with replaceable bolt on edge

6. BACKHOE:
   a. Fixed length dipper stick digging depth approximately 14'
   b. Reach from swing center, approximately 18'
   c. Dump height, approximately 11'3"
   d. Digging force approximately 8,000 lbs.
   e. Bucket dig force, approximately 11,990 lbs.
   f. 24" general purpose bucket with replaceable teeth
PROPOSAL PRICE

Specification #2 4X4 LOADER BACKHOE WITH CANOPY (STANDARD STICK)

Unit Price Per Base

Western District $62,011.00 /ea.
Northern District $62,011.00 /ea.
Central District $62,011.00 /ea.
Southern District $62,011.00 /ea.

Brand Name:  
☐ John Deere 310SK

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BIDDERS MUST ATTACH A MANUFACTURER’S PRINT-OUT (CHRYSLER – “DIAL SYSTEM”; FORD – “DORA”; GENERAL MOTORS – “GM AUTOBOOK”; OR APPROVED EQUIVALENT) TO VERIFY THE VEHICLE BID MEETS ALL THE REQUIREMENTS OF THIS SPECIFICATION. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER’S PRINT-OUT. ALL ENCLOSED CONDITIONS AND REQUIREMENTS SHALL APPLY.

Bid exceptions: No exceptions to bid specifications

Delivery should occur within 30 - 90 calendar days after receipt of Purchase Order.

14-12-0904
### SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

Every line will require a DOLLAR VALUE or one of the following abbreviations:
- **Std.** = Manufacturer's standard equip.
- **Incl.** = Included with base specs.
- **NC.** = No additional charge
- **NA** = Not applicable to the vehicle

**LEGEND FOR DELETE/ADD OPTIONS**

Submit separate sheets for each brand and model offered.

<table>
<thead>
<tr>
<th>Order code</th>
<th>Delete options</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>3035</td>
<td>Optional equipment - specify Down grade to 2-wheel drive, JD 4-wheel drive</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>JD 310KE</td>
<td>Optional equipment - specify Upgrade to JD 310K EP backhoe</td>
<td>$1,433.00</td>
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<tr>
<td>JD 310K</td>
<td>Optional equipment - specify Upgrade to JD 310K backhoe</td>
<td>$4,525.00</td>
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<tr>
<td>JD 310SK TMC</td>
<td>Optional equipment - specify Upgrade to JD 310SK TMC backhoe</td>
<td>$18,739.00</td>
</tr>
</tbody>
</table>

14-12-0904
### SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

<table>
<thead>
<tr>
<th>Option Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>JD 410K</td>
<td>Optional equipment - specify Upgrade to JD 410K backhoe</td>
<td>$9,271.00</td>
</tr>
<tr>
<td>JD 410K TMC</td>
<td>Optional equipment - specify Upgrade to JD 410K TMC backhoe</td>
<td>$29,130.00</td>
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<tr>
<td>JD 710K</td>
<td>Optional equipment - specify Upgrade to JD 710K backhoe</td>
<td>$55,699.00</td>
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<tr>
<td>5090</td>
<td>Optional equipment - specify Add an extendable dipperstick Note: Requires appropriate front counterweight</td>
<td>$5,955.00</td>
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<td>5283</td>
<td>Optional equipment - specify Add pilot controls</td>
<td>$2,075.00</td>
</tr>
<tr>
<td>7085</td>
<td>Optional equipment - specify Add 3rd function loader hydraulics, loader coupler, and ride control</td>
<td>$7,766.00</td>
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<tr>
<td>7685</td>
<td>Optional equipment - specify Add 1.32 CU. YD. multi-purpose bucket Note: Requires option code 7075, loader 3rd valve</td>
<td>$5,528.00</td>
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<tr>
<td>7075</td>
<td>Optional equipment - specify Add 3rd function loader hydraulics</td>
<td>$2,520.00</td>
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<tr>
<td>9110</td>
<td>Optional equipment - specify Add ride control</td>
<td>$1,548.00</td>
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<tr>
<td>9140</td>
<td>Optional equipment - specify Add heavy duty bucket cylinder</td>
<td>$213.00</td>
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<tr>
<td>9941</td>
<td>Optional equipment - specify 2-speed, automatic transmission</td>
<td>$2,915.00</td>
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<tr>
<td>4891</td>
<td>Optional equipment - specify Upgrade to 21L-24/12.5/80-18 tires, 2LO 15.5L</td>
<td>$1,320.00</td>
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<tr>
<td>AT308139</td>
<td>Optional equipment - specify Pallet forks, 60x60, for use with front coupler</td>
<td>$2,852.00</td>
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<td>AT338374</td>
<td>Optional equipment - specify GR transmission Baton guard</td>
<td>$1,421.00</td>
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<td>2085</td>
<td>Optional equipment - specify Add Ultimate enclosed cab with A/C</td>
<td>$10,584.00</td>
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<td>FT4/L</td>
<td>Optional equipment - specify Upgrade to final Tier-4 diesel engine and L-series backhoe, when available</td>
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<td>Temporary tag</td>
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<td>Transfer existing registration (must provide tag number)</td>
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<td></td>
<td>New state tag (specify state, county, city, sheriff, etc.)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>Call for quote</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
## LEGEND FOR DELETE/ADD OPTIONS

Every line will require a DOLLAR VALUE or one of the following abbreviations:
- Std. = Manufacturer's standard equip.
- Incl. = included with base specs.
- NC = no additional charge
- NA = not applicable to the vehicle

### SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE.

Submit separate sheets for each brand and model offered.

<table>
<thead>
<tr>
<th>Maintenance Plan - specify</th>
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</thead>
<tbody>
<tr>
<td>Call for quote</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Extended Warranty Plan - specify</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>20% Discount</td>
<td>Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.)</td>
</tr>
</tbody>
</table>

20% Discount
CONSENT AGENDA

ITEM #3,

RESOLUTION 15-43
RESOLUTION 15-43

A RESOLUTION AUTHORIZING TEMPORARY CLOSING OF PORTIONS OF CERTAIN ROADS INTERNAL TO PIER PARK TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AND MUSIC FESTIVAL BOURBON STREET PARTY ON FEBRUARY 13 AND 14, 2015; AUTHORIZING THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD ON SATURDAY, FEBRUARY 14, 2015, TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AND MUSIC FESTIVAL PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the 2015 Panama City Beach Mardi Gras and Music Festival will be held on Panama City Beach on February 13 and 15, 2015, an event which will include a Parade through Pier Park on the evening of Saturday, February 14, 2015, and a Bourbon Street Party in Pier Park on the evenings of February 13 and 14, 2015, both of which the City finds necessitates careful traffic control and extraordinary usage of certain sections of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Pier Park Drive, and Front Beach Road.

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

1. Portions of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, and Pier Park Drive from L.C. Hilton Jr. Drive to Longboard Way shall be closed to vehicular traffic for the 2015 Panama City Beach Mardi Gras and Music Festival Bourbon Street Party, during the hours of 5:00 A.M. on February 13, 2015 until 5:00 A.M. on February 15, 2015.

2. During the hours of 4:00 P.M. and 7:30 P.M. on Saturday, February 14, 2015 all vehicular traffic on Front Beach Road from Powell Adams to West Pier Park Drive shall be rerouted in accordance with the map which accompanies this Resolution to accommodate the Mardi Gras At The Beach Parade.

3. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS this 8th day of January, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
   Gayle F. Oberst, Mayor

ATTEST:

Jo Smith, Deputy, City Clerk

Resolution 15-43
December 17, 2014

To: City of Panama City Beach Council
From: Visit Panama City Beach
Re: 2015 Panama City Beach Mardi Gras & Music Festival (parade)

Dear Mayor & Council,

Visit Panama City Beach requests the following road closures for the Panama City Beach Mardi Gras & Music Festival (parade route).

Road closure application, sign-off, route and detours are attached.

- During the hours of 4:30pm and 7:00pm on Saturday, February 14, 2015 all vehicular traffic on Front Beach Road from Powell Adams to West Pier Park Drive would be rerouted in accordance with map for the parade portion of the Panama City Beach Mardi Gras & Music Festival.

We appreciate your consideration.

Richard Sanders
Vice President of Sports/Events
Visit Panama City Beach
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: _______ Permit No. _______ 

Governmental Entity

Approving Local Government: CITY OF PANAMA CITY BEACH
Contact Person: MARIO ELBERT

Address

Telephone __________ Email __________

Organization Requesting Special Event

Name of Organization: VISIT PANAMA CITY BEACH
Contact Person: RICHARD SANDERS

Address: 17041 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413
Telephone: 850-233-5078 Email: rsanders@visitpanamacitybeach.com

Description of Special Event

Event Title: PANAMA CITY BEACH MARDI GRAS MUSIC FESTIVAL

Date of Event: Feb. 14, 2015

Start Time: 5:00 PM End Time: 7:00 PM

Event Route (attach map) _______________________________

Detour Route (attach map) ______________________________

Law Enforcement Agency Responsible for Traffic Control

Name of Agency: PANAMA CITY BEACH POLICE DEPARTMENT

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable: ☑

Copy of USCG Approval Letter Attached: ☐

Bridge Location

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator: RICHARD SANDERS Signature: __________________________ Date: 12/17/14

Law Enforcement Official: __________________________ Signature: __________________________ Date: 12/17/14

Government Official: __________________________ Signature: __________________________ Date: __________

FDOT Special Conditions

FDOT Authorization

Name/Title __________________________ Signature __________________________ Date __________
PARADE DETOUR

Detour for West Bound 98/FBR

Turn North on Powell Adams
West onto Panama City Beach Parkway
South onto West Pier Park Drive
Puts you back on West 98

Detour for East Bound 98/FBR

Turn North onto West Pier Park Drive
East onto Panama City Beach Parkway
South onto Powell Adams (Midway only for Pier Park Access) or South onto Hill Road
Puts you back onto East 98
Portions of L. C. Hilton Jr. Drive, Starfish Street, Stingray Drive, and Pier Park Drive from L. C. Hilton Drive to Longboard Way shall be closed to vehicular traffic for the 2015 Panama City Beach Mardi Gras & Music Festival Bourbon Street Party, during the hours of 5:00 A.M. on February 13, 2015 until 5:00 A.M. on February 15, 2015.
Richard Sanders  
V.P. Sports & Events  

Panama City Beach Convention and Visitors Bureau  
17001 Panama City Beach Parkway  
Panama City Beach, FL 32413  
850-233-5070 (office) 850-233-5018 (direct)  
850-819-6543 (cell)  
e: rsanders@visitpanamacitybeach.com  w:playpanamacitybeach.com

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.  
NOTICE: This message is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error, then delete it. Thank you.

From: Michael.Kerrigan@simon.com  [mailto:Michael.Kerrigan@simon.com]  
Sent: Tuesday, December 23, 2014 4:40 PM  
To: Richard Sanders  
Subject: Re: Mardi Gras Street Closures within Pier Park

This looks great from our standpoint Richard. Thank you.

Have a Merry Christmas.

Michael Kerrigan  
Director of Marketing and Business Development  
Pier Park  

SIMON
Please acknowledge that Pier Park is good with this request.

This is identical to 2014 with the exception of date changes.

Richard Sanders  
V.P. Sports & Events  
Panama City Beach Convention and Visitors Bureau  
17001 Panama City Beach Parkway  
Panama City Beach, FL 32413  
850-233-5070 (office) 850-233-5018 (direct)  
850-819-6543 (cell)  
e: rsanders@visitpanamacitybeach.com w.playpanamacitybeach.com

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[attachment “2015 Mardi Gras Pier Park Street Closures.docx” deleted by Michael Kerrigan/Simon]
CONSENT AGENDA

ITEM #4,

RESOLUTION 15-45
RESOLUTION 15-45

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 EVANS AUCTIONEERS, TO CONDUCT AN AUCTION OF THE CITY'S SURPLUS PROPERTY, VEHICLES AND EQUIPMENT, ON FEBRUARY 7, 2015, FOR A FEE OF FIVE PERCENT (5%) OF THE TOTAL PROCEEDS RECEIVED, IN SUBSTANTIALLY THE FORM ATTACHED AND PRESENTED TO THE COUNCIL TODAY, WITH SUCH CHANGES, INSERTIONS OR OMISSIONS AS MAY BE APPROVED BY THE CITY MANAGER AND WHOSE EXECUTION OF SUCH AGREEMENT SHALL BE CONCLUSIVE EVIDENCE OF SUCH APPROVAL.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON PASSAGE.

PASSED IN REGULAR SESSION THIS 8th DAY OF JANUARY, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
GAYLE F. OBERST, MAYOR

ATTEST:

JO SMITH, DEPUTY CITY CLERK
To: Mario Gisbert, City Manager
From: Drew R. Whitman, Chief of Police
Date: December 31, 2014

Topic: City Council Consent Agenda Item - Auction

*******************************
I would like to respectfully request the following item be placed on the consent agenda for the upcoming City Council meeting on Thursday, January 8, 2015, for their consideration:

I would like the approval of the City Council award Evans Auctioneers, Inc. to conduct the City of Panama City Beach surplus property/vehicle and equipment auction on Saturday, February 7, 2015. We sent out request for statements of qualifications and proposals in the month of December. We received three replies back, BIDERA was disqualified for not following the RFP, and the other two were Global Auction Services and Evans Auctioneers. Global Auction Services quoted a 4.95% sellers commission + auction day labor cost: Cashiers(s), bid spotter(s) and auction clerk at $15.00 per hour and a 10% buyer's premium. Evans Auctioneers, Inc. quoted a 5% seller's commission and a 10% buyer's commission. We have used Evans Auctioneers Inc. for the past several years and have had no issues with them or the service they provide to our community.

Thank you for your time and consideration in this request.

Respectfully,

Drew R. Whitman
Chief of Police

cc: City Council members
    Jo Smith
    Holly White
Notice of:
REQUEST FOR
STATEMENTS OF QUALIFICATIONS
AND PROPOSALS
FOR SERVICES TO CONDUCT CITY AUCTION OF SURPLUS GOODS

The City of Panama City Beach, Florida hereby gives notice that STATEMENTS OF QUALIFICATIONS and specific PROPOSALS are invited from financially secure firms or individuals with extensive experience in conducting municipal auctions in Florida.

The City intends to award the contract for auction services to the single highest, fully responsive and responsible bidder that also offers the most reliability and quality of service. The proposed contract award is for an initial term of one year and is not assignable. Inclusion of one or more renewal terms at the City's option may be negotiated.

Interested firms and individuals are invited to obtain a copy of the list of surplus items to be sold and bid instructions from Captain Wayne Maddox, City of Panama City Beach Police Department, 17110 Firenzo Avenue, Panama City Beach, Florida 32413 (telephone 850 233-5010) during regular business hours (8am - 4pm) and are requested to indicate their interest by submitting one (1) sealed copy of their Statement of Qualifications and Proposal on or before 10:00 A.M. CENTRAL TIME on December 30, 2014 to Captain Wayne Maddox at the same address. The sealed envelope shall be plainly marked indicating a bid for auction services, bidders name, address, date and time of bid opening. Sealed Statements of Qualifications and Proposals will be publicly opened at 10:15 A.M. CENTRAL TIME, or as soon thereafter as possible, on December 30, 2014. Statements of Qualifications and Proposals should be submitted in strict compliance with the directives provided in the bid instructions. The City is under no obligation, either express or implied, to reimburse responding firms or individuals for any expenses associated with the preparation and submittal of the Statement of Qualifications and Proposal in response to this request.

CONSENT
AGENDA ITEM #
The Statement of Qualifications and Proposal will be reviewed for conformance to the instructions set forth in the bid instructions. Firms and individuals submitting Statements of Qualification and Proposals will be evaluated and selected as set forth in the bid instructions.

In the best interest of the City, the City reserves the right to accept or reject any and all Statements of Qualifications and Proposals, in whole or in part, to waive informalities in the submittals, to obtain new and additional Statements of Qualifications and Proposals, or to postpone the opening of Statements of Qualifications and Proposals or to reject all Proposals and do nothing or to proceed by whatever appropriate means it may elect, including undertaking to provide the service itself, without compensation in any event to firms or individuals participating in the process described in this notice. The City reservation of the right to accept or reject any proposal shall be valid for a period of ninety (90) days following the bid opening, during which time the tendered bid shall remain valid.

The City is an Equal Opportunity Employer.

This notice dated December 16, 2014.

Mario Gisbert
City Manager
Bid Instructions

Introduction

The City of Panama City Beach, Florida is seeking proposals for an Auctioneer. The Auctioneer shall hold one live auction that consist of bicycles, automobiles, heavy equipment and various items from various City departments along with surplus office machines and computer components.

Proposals must be received no later than 10:00am CENTRAL TIME on December 30, 2014. Please submit your proposals to:

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

Scope of Work

- A total of one (1) live auction shall be held. The auction shall be conducted at the Panama City Beach Police Impound yard located at the Panama City Beach Police Department, 17110 Firenzo Avenue, Panama City Beach, Florida and shall include bicycles, automobiles, heavy equipment and all computer components, office machines, and various items from various City departments.
- All items are sold “As Is”.
- There shall be no returns or exchanges.
- All sales are “final” and must be made at the time of sale, unless prior arrangements for payment is made.
- All items sold must be removed from the property the date of the sale or at the latest, within five (5) business days of the sale.
- Once an Auctioneer has been selected and auction dates are set, the City of Panama City Beach will make arrangements for the transportation of all items to the designated auction location.

Form of Proposal

- A brief description of your firm, including history and areas of particular expertise.
- Three (3) project references. Give name, address and phone number of client representatives for at least three (3) projects you have completed which you consider closely related to ours.
- Identify proposed sub consultants, if any. Include resumes and project lists for team members for each sub consultant.
- Include a copy of general liability insurance for your firm.
- Include a detailed auction plan, including advertising method, approximate time frame to prepare for the auction, and a financial proposal that includes all direct expenses, charges to the City and a revenue formula.
- Follow Florida State Statutes Chapter 468, Miscellaneous Professions and Occupations, specifically Part VI – Auctioneers, (s.s. 468.381 – 468.399).
- Provide copies of the Auction Business License and the licenses of the auctioneers for said business.
December 22, 2014

Panama City Beach Police Department  
17110 Firenzo Avenue  
Panama City Beach, FL 32413

Re: RFP “2015 Auctioneer Services”

Evans Auctioneers, Inc. is pleased to submit a proposal to the Panama City Beach Police Department for auction services in response to your request for proposal. Our auction company is more than capable of performing the work required in the proposal requirements. Our past performance for the Panama City Beach Police Department reflects the capability and integrity to meet all contractual requirements.

The company's proposal reflects knowledge and experience in performing auctions for municipalities and has the special skills in reporting and accountings that are required. We understand the need for computer expertise and have equipment with the capability of producing the technical reports that are required by Panama City Beach Police Department.

It is our policy to protect our client in every way, putting their interest first. We do not take our responsibility lightly, providing customer service that has been the cornerstone of our business since its inception. We look forward to providing auctioneer services to the Panama City Beach Police Department.

In am an authorized official of Evans Auctioneers, Inc. with the authority to bind the company and our proposal is firm for a period of ninety (90) days from the closing date.

Sincerely,

Anne B. Evans  
Owner
Evans Auctioneers
P.O. Box 4766
Columbus, GA 31904

RFP: "2015 Auctioneer Services"

Submitted To:
Panama City Beach Police Department
Attn: Chief Drew Whitman
17110 Firenzo Avenue
Panama City Beach, FL 32413
EVANS AUCTIONEERS
5344B KOLB AVENUE • COLUMBUS, GA 31904
Toll Free: 1-800-282-8460 • Local: 706-653-9006 • Fax: 706-653-9096

Proposal For 2015 RFP: Auctioneer Services

Company Description

Evans Auctioneers is a highly qualified auction company with many years experience in government auctions in several states.

References Include:

Forsyth County
118 Castleberry Road, Suite 13
Cumming, GA 30040
Contact: Avery Gravitt
Phone: 770-888-8872

City of Atlanta
55 Trinity Avenue, S.W., Suite 1900
Atlanta, GA 30303
Contact: David Chapman
Phone: 404-330-6508

Jefferson County Board of Education
716 Richard Arrington Jr. Blvd., North, Room 830
Birmingham, AL 35203
Contact: Lee Pody
Phone: 205-379-4600

Evans Auctioneers Will:

A. 1. Submit to auction marketing department a sufficient number of pictures with a list of items to be auctioned. A brochure will be designed and mailed from our mailing list; pictures/listing will be posted on our website (weaci.com) & also links to our various auction sites. Ads will be placed in various newspapers.

2. Assign a sufficient number of personnel to Panama City Police Department to arrange and inventorying items. They will arrive on site to begin work on a date selected by the Police Department the week prior to auction. Auction items will be assigned a number and described in detail with the City's reference number. The information will be entered into computers using state of the art auction software. Each item will be described & entered by department/consignor.

3. Provide proper qualified staffing for set-up and auction day. Personnel to arrange, inventory items, auctioneers, ring-men, auctioneer clerk, experienced cashiers and computer clerks. Auctioneers will hold a Florida Auctioneers License.
4. Provide a 36 Ft. Pace Office Trailer for the safe collection of auction proceeds. It is properly equipped with computers and all equipment necessary for cashiers & staff.

5. Provide an auction truck with auction topper equipped with amplification system & counters for clerks and auctioneers.

6. Register each prospective bidder requiring proper identification and proof of means to pay by cash, credit card or check. Checks are accepted with a bank letter of guarantee. They will be issued a buyers number to be recorded in the auction system.

7. Enter sales price and bidders number into computer as items are sold to the highest bidder.

8. Collect auction proceeds from customers by qualified cashiers. Invoices will be printed from computers using 3-part paper.

9. Balance each cashier against invoice and computer totals. Reports will be printed showing each item sold, amount & sale total for each department. A final report with totals, less commission will be submitted to Chief Drew Whitman. Net proceeds will be submitted immediately after auction with all reports.

B. A 5% auction fee will be charged to the Panama City Beach Police Department and consignors. Auction Company will collect a 10% Buyer’s Premium from buyers which will be retained by Auction Company.

No expense for advertising, labor or any various auction cost will be charged to the Panama City Beach Police Department. The Auction Company will pay these expenses.

C. Auction Company would appreciate the Panama City Beach Police Department to invite other local government agencies to join in the auction with their vehicles & heavy equipment under the same conditions with all consignor items kept separate on reports. The larger the variety of items, the more enhancing the auction becomes.

D. Evans Auctioneers will comply with Florida State Statues Chapter 468, Miscellaneous Professions and Occupations, specifically Part VI – Auctioneers, (s.s. 468.381-468.399).

Sub-Consultants

Evans Auctioneers will not use any sub consultants.
Any and all parts of this proposal remain negotiable. The Panama City Beach Police Department may request any additional services needed for auction.

We greatly appreciate the opportunity to bid on your auction.

Sincerely,

Anne B. Evans – Owner
Evans Auctioneers, Inc.
AUCTION / COMPANY LICENSES
STATE OF GEORGIA
License No. AU-C002909 Status: Active
Evans Auctioneers
5344C Kolb Avenue
Columbus GA 31904

Expires: 2/28/2016
Anne B Evans

Real-time license verification is available at: ga. gov/PLD

SALES TAX CERTIFICATE OF REGISTRATION
STATE OF GEORGIA
DEPARTMENT OF REVENUE
Taxpayer Services Division

Issued Pursuant to the Retailers' and Consumers' Sales and Use Tax Act of 1951, as Amended
Said Person Named Heron is Authorized and Empowered to Collect Georgia Sales and Use
Tax, Local Option, Special County, Motor Fuel, Homestead, Education, and MARTA.

STATE TAXPAYER IDENTIFIER: 20217568460 EFFECTIVE DATE: 01-Apr-2012 SALES TAX NUMBER: 308375248 COUNTY NAME: MUSCOGEE

NAICS: 452990 - All Other General Merchandise Stores Secondary NAICS: None

EVANS ANNE
EVANS AUCTIONEERS
5344B KOLB AVE
COLUMBUS, GA 31904-5774

Important - This Certificate is NON TRANSFERABLE

DOUGLAS J. McDermott
COMMISSIONER OF REVENUE 87774

THE FACE OF THIS DOCUMENT HAS A MULTICOLORED BACKGROUND ON WHITE PAPER - TRUE WATERMARK IN PAPER

RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER
AU1632

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2015

SMITH, JOHN WINSTON
214 RHETT CIRCLE
ROANOKE AL 36274

CONSENT
AGENDA ITEM #
ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
J Smith Lanier & Co.-W.P.
P. O. Box 70
West Point, GA 31833
706 645-2211

INSURED
Anne’s Estate Auctions, Inc.
Evans Auctioneers, Inc.
P O Box 4766
Columbus, GA 31914

COVERAGES

- Occupied
- Personal
- Commercial

CERTIFICATE NUMBER:

COVERAGE TYPE: LIABILITY

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES (Attach ACORD 10, Additional Remarks Schedule, if more space is required)

Proprietors/Partners/Executive Officers/Members Excluded:

Anne Evans
Auto Only Limit: 125,000
Each Accident Other Than Auto Only: 125,000

(City of Panama City Beach Police
Department

City: Panama City
State: FL
Zip: 32401

CANCELLATION

City: Panama City
State: FL
Zip: 32401

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010) 1 of 2 The ACORD name and logo are registered marks of ACORD

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CONSENT
AGENDA ITEM 

Page 002

Client #: 133246
7866539896 J Smith Lanier

Page 002
<table>
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<th>Aggregate Limit: 250,000</th>
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<tr>
<td>&quot;Garage Liability&quot;</td>
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<td>Owned/Non-Owned</td>
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**DESCRIPTIONS (Continued from Page 1)**
CONSIGNOR / DEPARTMENT REPORTS
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<thead>
<tr>
<th>Item / EQ #</th>
<th>Lot Description</th>
<th>Description</th>
<th>Price Grp</th>
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<td>6V92 DIESEL ENGINE, ALLISON AUTOMATIC TRANSMISSION, 1500 GPM</td>
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<tr>
<td></td>
<td>2-STAGE WATEROUS PUMP, 1000' OF 4&quot; HOSE W/STORTZ CONNECtIONS</td>
<td>6V92 DIESEL ENGINE, ALLISON AUTOMATIC TRANSMISSION, 1500 GPM</td>
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<td>2008 FORD F150 - 1FTPX14V28FA19728 - PICKUP</td>
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<td>2008 FORD F150 - 1FTP14V78FA27658 - PICKUP</td>
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<td>1,900.00</td>
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<td>1998 TOYOTA TACOMA - 4TASN92N8WZ151627 - PICKUP</td>
<td>3,300.00</td>
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<td>10</td>
<td>2004 MAZDA RX8 - JM1FE17N240130092 -</td>
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<td>YAMAHA BIG BORE 400 - 5Y4AH06Y53A037500 - 4-WHEELER - 4X4</td>
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<td>12</td>
<td>EZ-GO - 814498 - GOLF CART W/CHARGER</td>
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<td>13</td>
<td>JAMIS CRUISER TAXI BIKE</td>
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<tr>
<td>14</td>
<td>TRIAX 21-SPRINT ALUMINUM BIKE</td>
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<td>15</td>
<td>GENESIS XR26 BIKE</td>
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<td>MURRAY MILESTONE BIKE</td>
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<td>17</td>
<td>HUFFY ARLINGTON BIKE</td>
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<td>SUINO HYPER BIKE</td>
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<td>MONGOOSE FREESTYLE BIKE</td>
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<td>NEXT GLAMOUR GIRL BIKE</td>
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<td>JULU DIAMONDBACK BIKE</td>
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<td>(5) WRANGLER TIRES (P265/70 R17)</td>
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<td>TRUCK TOPPER</td>
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<td>32</td>
<td>MISC. AUTO PARTS (TAIL GATE, RIM COVER &amp; MISC.)</td>
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<td>(6) WHELEN 2-WAY RADIOS</td>
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<td>35</td>
<td>TRUCK BED SLIDE (2 PCS.)</td>
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<tr>
<td>36</td>
<td>(9) DOORS &amp; MISC. SHELVING</td>
<td>20.00</td>
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<tr>
<td>37</td>
<td>(3) CAR GUN RACKS</td>
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<tr>
<td>38</td>
<td>ASSORTED LIGHT BARS &amp; MISC.</td>
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<tr>
<td>39</td>
<td>MONITOR W/KEYBOARD (2 PCS.)</td>
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</table>

***CONTINUED ON NEXT PAGE***
Preliminary Statement For: PANAMA CITY BEACH POLICE DEPARTMENT

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<tr>
<th>Item / EQ #</th>
<th>Lot Description</th>
<th>Price Grp</th>
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<td>(3) ARM CHAIRS</td>
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<td>METAL LOCKERS</td>
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<td>GLASS CASE</td>
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Summary of Sales Activity at PANAMA CITY BEACH POLICE DEPARTMENT
Commissions are Calculated on a Percent of the Sale Price of EACH LOT.

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REGISTERED BUYER REPORT
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<td>L. RONALD HOSKINS</td>
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<td>(850) 230-8787</td>
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<tr>
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<tr>
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<td>WILBUR HOUSE</td>
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<td>404 CHRISTMAS TREE LANE</td>
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<td>141</td>
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<tr>
<td>148</td>
<td>CHARLES HARGIS</td>
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<td>GATLINBURG, TN 37738</td>
<td>(423) 505-9473</td>
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<td>149</td>
<td>L.E. STEWART</td>
<td>910 CALHOUN AVE</td>
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<td>150</td>
<td>AARON MANAHAN</td>
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<td>151</td>
<td>EASTERN SHIPBUILDING GROUP INC</td>
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<td>(850) 699-3737</td>
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### Registered Buyer Report for PANAMA CITY BEACH POLICE DEPARTMENT

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<th>Number</th>
<th>Name</th>
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<td>KEN MANWI</td>
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<td>WAUSAU, FL 32453</td>
<td>(850) 209-0032</td>
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<td>ANGELA SIMS</td>
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<td>623 E. 9TH ST</td>
<td>PANAMA CITY, FL 32401</td>
<td>(850) 252-5178</td>
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<td>ROBERT LATIOLAIS</td>
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Number of Registered Buyers on Report 120
INVOICE DETAIL REPORT
(IN BUYER NUMBER ORDER)
## Invoice Detail Report for Buyer Order - For PANAMA CITY BEACH POLICE DEPARTMENT

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**Buyer 135** Name: BRAND DISTRIBUT
Address: 842 PELICAN PLACE PANAMA CITY BEACH, FL 32407

**Buyer 137** Name: RICARDO SANCHEZ
Address: 139 GLADES TURN PANAMA CITY BEACH, FL 32407

**Buyer 144** Name: MORRIS J. KOLAN
Address: 300 KELLY ST PANAMA CITY BEACH, FL 32413

**Buyer 147** Name: ROBERT MILLER
Address: 108 ESTES PLACE PANAMA CITY BEACH, FL 32413

**Buyer 148** Name: CHARLES HARGIS
Address: PO BOX 1142 GATLINBURG, TN 37738

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**CONSENT AGENDA ITEM #**
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<td>107</td>
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<tr>
<td>113</td>
<td>BUSHNELL SCOPE</td>
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**Buyer 260**
Name: KEN MANWI
Address: 702 BRANDEIS AVE PANAMA CITY, FL 32405

- **Bought**: 60.00
- **Paid**: 0.00

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<th>Ext</th>
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<td>PARTITION</td>
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**Buyer 265**
Name: DOUG ODON
Address: P.O.BOX 9646 PANAMA CITY, FL 32417

- **Bought**: 185.00
- **Paid**: 0.00

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**Total Tax Class 2**: 569.90
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**Total Collected**: 0.00
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PLEASE VISIT WEACL.COM FOR FUTURE SALES. 706-324-0344
### Lot Sales Report for Auction: PANAMA CITY BEACH POLICE DEPARTMENT

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**Number of Lots:** 178

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Number of Lots  178
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Total: 72,227.50

PLEASE VISIT WEACI.COM FOR FUTURE SALES. 706-324-0344

CONSENT

AGENDA ITEM #
UNSOLD LOT REPORT
Unsold Lot Report For Auction: PANAMA CITY BEACH POLICE DEPARTMENT

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Number of Lots: 1
HUGE GOVERNMENT AUCTION

Saturday, June 20th, 2009 • 10:00 AM
City of Atlanta
1930 Hyannis Ct. • College Park, GA 30401
(Located Behind The Sheraton Hotel on Sullivan Rd.)

Auctioneer's Note: Wayne Evans Auction Co., Inc. has been informed that the list contained in this brochure is a very premature list, and that officials with the City of Atlanta wanted us to go forward with the mailing of this brochure. Wayne Evans Auction Co., Inc. has been instructed that there will be over 100 more items added to this list.
- Wayne Evans, CAI

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(800) 282-8460 • www.weaci.com
Wayne Evans, CAI • GA License #165
Saturday, September 26th, 2009 • 9:00 AM
Columbus Consolidated Government
Jackson Ave. • Columbus, GA 31901
(Located Off Victory Dr., Behind Jay’s Bargain Center
and Next To The Riverdale Cemetery)

Auctioneer’s Note: Wayne Evans Auction Co., Inc. has been informed that the list
contained in this brochure is a very premature list, and that officials with the Columbus
Consolidated Government wanted us to go forward with the mailing of this brochure.
Wayne Evans Auction Co., Inc. has been instructed that there will be over 100 more
items added to this list.

- Wayne Evans, CAI

This is an excellent opportunity to obtain great Heavy Equipment/Trucks!

Wayne Evans Auction Co., Inc.
A Full Service, Professional Auction Company
Columbus • Atlanta • Charlotte • Houston • Tallahassee
(800) 282-8460 • www.weaci.com
Wayne Evans, CAI • GA License #165
December 26, 2014

City of Panama City Beach,

Although Global Auction Services, a division of Aaron Joseph & Company, LLC would rather earn your business, we are happy respond to this invitation to Bid for your contract. Global Auction Services is fully capable of handling live auctions. However, we have found that timed or virtual online auctions have distinct advantages in today's auction market.

**Online Auctions are Ongoing:** There is no need to stockpile items to have a live auction event. As items are deemed to be surplus, they can be cataloged, photographed and uploaded for auction. An online auction can have a single item in it, or any number of items.

**Items can be sold In-place:** There is no need to move items multiple times, adding additional costs to the sale and risking damage.

**The bidding process is computerized and transparent:** The computer shows no favoritism and bids are shown as they are received.

**Expansion of the Market:** Online bidding allows for bidders across the country and around the world to participate in your auctions.

**Increased Local Participation:** Online bidding allows for an increase in local participation. Those Bidders who cannot attend an auction at a specific time and location, can participate in an online auction 24 hours a day, 7 days a week, until the auction closes.

**Packaging and Shipping:** In an online auction, the bidder is responsible for arranging pickup, packaging, and shipping of their purchases. We, as an auction business assist by directing bidders to companies in the area that advertise such services. It is never the seller's responsibility to arrange shipping.

**Charge Cards:** By allowing the use of charge cards online, bidders are not limited to only spending cash they have on hand. This allows for higher returns on items sold.

As you can see, with Global Auction Services, you get more than just an auctioneer - you get a team of professionals, both in house and with our affiliates, dedicated to the success of your auction program. With Global Auction Services, your auction solutions are made easy. With our services you receive many additional value-added features. In our Bid Reply, we have offered several options that range from conducting a live auction to options that will lead into ongoing online auctions. Please read through our Bid Reply, and feel free to ask any questions you may have.

We look forward to working side by side with you to achieve the best results from your sales.

Thank you for your consideration,

Joseph F. Kikta, GPPA, CES, FL AU4236
Global Auction Services – FL AB3255
Chief Executive Officer
850-778-3003 CELL

CONSENT
AGENDA ITEM #
Global Auction Services can provide the following types of auction events:

- **Live Auction Event**
- **Live Auction Event with Simultaneous Real-time Online Bidding (must have adequate Internet connection)**
- **Online-only Auction**

**Live Auction Events:** A live auction event gets attention. Buyers view the auction event as an opportunity to get a great deal. The auction event stands out among other sales events as something different and special. Marketing efforts can be targeted and event specific, resulting in more interest for your items. However, there are downsides to live auction events. First, not only must there be space for the items being sold, there must also be space for registration and checkout, and space to conduct the auction. Second, weather plays a role in auction day turn-out, and governs when and where the auction can be conducted. Third, there are safety issues that are inherent when large groups of people are present around machinery and equipment. Fourth, not everyone who would like to participate will be able to attend the auction at a specific day and time. Fifth, live auction events are limited to those participants who can reasonably travel to the auction location. Finally, sixth, you must stockpile enough items to make having an auction event worthwhile to host and to attract a good number of bidders, and you must move the items to the auction venue.

**Live Auction Event with real-time online bidding:** This option gives you the marketing advantages of having a live auction event along with the global exposure provided by an online platform. Pre-bidding is allowed for those who cannot be at the live event. Once the event goes live, the online bidding platform allows for real-time bidding, with an online bidding clerk transmitting the bids to the auctioneer. However, this method still doesn’t address all of the downsides to holding a live auction event.

**Branded Online Auction Webpage:** On-going, online auctions eliminate much of the downsides to live auction events, while maintaining the positives. Utilizing on-going, online auctions, Global Auction Services’ clients have seen an increase in local participation, and have expanded their markets nationally and internationally. On the Global Auction Services platform, you will have your own Auction Web Page, branded with your logo, in your color scheme, where potential buyers can view your auction catalogues, register on your auction email list and find links to online bidding for your auctions. To accomplish this, Global Auction Services must have permission to use your logo and website graphics solely for the development of your page and in its marketing efforts for your sales. A contract with you, with this proposal referenced, will stand as such permission, unless stipulated otherwise in the language of the contract. When Global Auction Services or you drive traffic to your page, potential buyers will only see your sales and not the sales of others with similar items. Online Auction pages give you a global presence. You can attract bidders and accept bids online worldwide. This gives you the ability to have on-going sales. There is no need to stockpile and store merchandise to have an event. There is no need to host large events. Bidders can bid online in any weather condition, 24 hours a day, 7 days a week. Access to the items for sale is controlled through preview and pickup appointments.

**Email List:** Global Auction Services will develop and maintain an email list specifically for your auctions. We will utilize our current email lists and may purchase additional email lists if we deem it necessary and cost effective to do so.

**Public Relations:** On-going, online auctions through your Branded Online Auction Webpage go hand in hand with today’s best forms of marketing. Studies show that in today’s market, people have a negative view of many traditional forms of advertising. Consumers don’t want to be “sold”, they want to be educated. Therefore, the most effective advertising campaigns today, create a dialog, and through that dialog they foster a relationship between the seller and the buyer. This form of marketing is less about advertising, and more about public relations. At Global Auction Services, our goal is to develop these dialogues with buyers. We utilize networks, like your local chamber of commerce, and civic organizations. We develop a relationship with your local media, offering them an on-going series of press releases and media advisories. We develop pages on social media sites and develop social media dialogue campaigns. We look for specific industries that utilize the types of items that you are selling, and reach out directly to them, in many cases by phone, giving a personal touch to the dialog. Most of the marketing drive is focused on having potential buyers visit your website and join the email list. We maintain an on-going dialogue through email newsletters, and auction announcements.

**Proxibid®:** Proxibid® was founded in 2001 and began operations in January of 2003. At that time the company had five employees, including its four founders. That month it hosted five auctions on its site. Today, Proxibid® brings nearly 3000 sellers who host both private and governmental auctions, together with buyers from 190 countries across the globe.

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Consent

Agenda Item #
Farmers, fashionistas, construction contractors, art lovers, car junkies, dealers, resellers, and collectors of just about everything buy on Proxibid. And, every month more buyers are joining the Marketplace – nearly 10,000 new buyers create a Proxibid® account each month. Through the combination of both, an End User Agreement and a Reseller Agreement, Global Auction Services, a division of Aaron Joseph & Company, LLC has developed a unique relationship with Proxibid®, described as the world's largest, most trusted online marketplace for buying and selling high-value and specialized assets. All Global Auction Services' online auctions are currently hosted on the Proxibid® auction platform. Although Global Auction Services drives potential buyers to your online auctions on the front end, Proxibid® brings it a host of buyers on the back end. Buyers shopping the Proxibid® marketplace have access to your auctions as well.

2013 Proxibid® Marketplace Statistics:
- Total Annual Gross Market Value for 2013: $2,210,730,715
- Total Buyers in 2013: 782,616
- Inventory Views in 2013: 105,984,884
- Online Bids in 2013: 31,319,264
- Average Item Price for 2013: $1,611
- Total Number of Registered Bidders: Approximately 1.4 Million

By utilizing the strength of the Proxibid® marketplace, Global Auction Services reaches buyers around the world who are readily looking for items like yours. The Proxibid® platform has unique advantages as well.

Through Proxibid®, Global Auction Services can provide simultaneous online bidding at live auction events, if technology permits, as well as online auctions.

Online auctions can be set-up to run traditionally, where all lots close at a specific time, or as a virtual auction, where lots close in succession, similar to a live auction. Virtual auctions allow bidders to follow the action. If a bidder wants to bid on more than one item in your auction, they don't have to worry about missing out on one item while protecting their bid on another. There is ample time to bid on each item.

The Proxibid® platform prevents "bid snipers" from bidding at the last second, and thereby not allowing other bidders to bid competitively. When a bidder places a bid on a lot in the last minutes of an auction, the bid is extended for that lot to allow other bidders to bid competitively.

Proxibid® has been recognized by The Better Business Bureau with an "A" rating and it’s Marketplace has an industry-low, non-pay rate of 0.5 percent. Proxibid® is committed to providing a trusted community where buyers and sellers can connect. Proxibid®'s risk management system is a sophisticated hybrid of proprietary technology and third-party partnerships that is managed by an in-house team of experts. The system is built around two simple ideas:
- Ensure buyers and sellers are who they say they are
- Ensure buyers and sellers do what they say they are going to do

When you sell on Proxibid®, rest assured their best-in-class risk management system is behind every sale. Proxibid® diligently monitors the Marketplace 24 hours a day, 7 days a week, for fraudulent behavior that could compromise their sellers. These automated safeguards include:
- Adhering to all requirements for merchant processing to ensure all buyer credit card information is safe
- Monitoring for previously banned buyer profiles
- Verifying unusual account activity by location
- Monitoring changes in account behavior and profile information
- Tracking abnormal retracted bids
- Cataloging all bids with detailed information
- Using external sources to validate buyer information on file
- Cross-checking buyer information against the Office of Foreign Asset Control’s (OFAC) Specially Designated Nationals lists which documents individuals who are prohibited from transacting with U.S. persons

The Proxibid® platform is the only online bidding platform to use MarketGuard®. All sales events on Proxibid® are monitored by MarketGuard®, Proxibid®'s proprietary, bank-quality risk assessment software. Before any user can...
complete a buying action in a particular sale, that buyer's information is run through a series of algorithms and must pass various checkpoints. Marketguard® uses the data entered in the buyer's account and other third-party information to determine if the buyer will be a reliable customer. Buyers can only participate in a sale if they pass the MarketGuard® test. And if a certain sales event warrants it, sellers can require additional information to ensure buyers are vetted more aggressively. It all happens instantly, behind-the-scenes, giving buyers a hassle-free shopping experience. Proxibid® is a global Marketplace with active buyers from more than 190 countries. It is critical that users logging on from outside of the U.S. are vetted as reliable, credible buyers. Proxibid® uses state-of-the-art, phone-based authentication technology to verify all international buyers' identities.

Proxibid® provides dispute resolution services in those situations when buyers and sellers do come to an impasse regarding a transaction. Proxibid® will mitigate the dispute acting as an impartial party representing the Marketplace to ensure both parties live up to their commitments. This is a unique service not seen on any other live selling platform.

If you ever want to conduct your own auction sales, instant purchase sales, or make offer sales, cataloging and photographing your own items, collecting funds directly, providing for previews and item pickup, Global Auction Services can provide direct access for you, to the Proxibid® marketplace, through our Reseller Agreement, with an End User agreement negotiated between you, Proxibid®, and us, typically at a lower Buyer's Premium.

Global Auction Services and/or Aaron Joseph & Company, LLC reserves the right to change the dynamic online bidding platform from Proxibid® to another platform, if it deems the change necessary.

Auction Payment Network (APN): APN payment network is the premier online payment processing solution developed specifically for Proxibid® sellers, and is designed to streamline payment processing and reporting. With APN Global Auction Services can quickly and securely invoice and reconcile your sales. APN also offers remote deposit capture, single and recurring ACH transactions, card payments and ID validation services on a single platform. Through Global Auction Services' use of APN, you can rest assured transactions are secure and bidders' personal information is safe. All of APN's products and services are PCI-compliant meaning they meet the payment card industry's stringent security requirements. APN was built on a secure network which protects cardholder data and encrypts this data when transmitted across the network. APN maintains a vulnerability management program, implements strong access control measures, regularly monitors and tests networks and maintains an information security policy to ensure a secure environment for all cardholder data.

Sales Tax: Global Auction Services will collect appropriate sales tax due as a result of your auctions. We will remit all sales tax collected as a result of your auctions, to the appropriate State's City of Revenue.

Trust/Escrow Account: Global Auction Services will collect the proceeds of your auctions, and will deposit the entire proceeds received from your auctions, into the Global Auction Services trust/escrow account within 2 business days of the receipt of the proceeds, in accordance with Chapter 468 FS.

Payment to You: Within 30 days of an auction, Global Auction Services will remit payment to you by check or Bank Transfer from The Global Auction Services trust/escrow account, in accordance with Chapter 468 FS.

Payment from Bidders: Global Auction Services will accept as payment on your behalf - Cash (live auctions only), Wire Transfer (with a convenience fee for wire transfers under $500), and Credit Cards. No personal or business checks will be accepted.

Pickup by Purchaser: Global Auction Services will provide an employee or an agent of Aaron Joseph & Company LLC/Global Auction Services to be present during the transfer of custody of any property sold through our contract with you, by appointment with the Buyer, at times agreed upon with you, according to Global Auction Services' scheduling. Buyers are not to be allowed to pickup of any item purchased without evidence from Global Auction Services that all items invoiced to Purchaser have been paid for, including any Sales Tax or Buyer's Premium due.

Buyer Assistance: Global Auction Services will attempt to locate shipping companies in your local area to assist buyers with handling, packing, and shipping of surplus inventory purchased.

Document File: Global Auction Services will create and maintain a "Cloud" based shared file to hold all documents related to this contract, including all auction records as they are created, and share this "Cloud" based file with you, thereby reducing the use of paper – promoting an environmentally friendly or "Green" policy. Paper copies of the auction reports will be provided if requested by you.

Drug-Free Workplace: Global Auction Services, a division of Aaron Joseph & Company, LLC is a Drug-Free Workplace. A Copy of our Drug-Free Workplace Policy is available upon request.

CONSENT

AGENDA ITEM #_
Safety: At Global Auction Services, a division of Aaron Joseph & Company, LLC, safety is our first priority. A copy of our Employee Safety Guidelines is available upon request.

Insurance: Global Auction Services maintains the following insurance coverages: General Liability $1,000,000 Each Occurrence, $2,000,000 Aggregate; Products/Completed Operations $1,000,000 Aggregate; Personal and Advertising Injury Liability $1,000,000; Damage to Premises Rented By Global Auction Services $100,000; Medical Payments $5,000; Hired & Non-Owned Auto Limit $1,000,000; Worker’s Compensation $1,000,000 Each Accident, $1,000,000 Disease Each Employee, $1,000,000 Disease Policy Limit. This policy contains an exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Auction Success Rates: In general, all items offered for auction eventually sell. Items that are passed at one auction are offered again at the next auction, or are grouped with other items and offered again at a future auction. The disposal of an item is rare.

Buyer’s Failure to Perform: In the event that a Buyer fails to remit payment on their invoice, Global Auction Services will bar that Buyer from bidding in future auctions. The item or items invoiced to that Buyer will then be re-auctioned. Under no circumstances shall Global Auction Services or Aaron Joseph & Company, LLC be held liable to remit to you the high bid amount for a non-paying Bidder.

Buyer’s Premium: Global Auction Services intends to charge a Buyer’s Premium (the Buyer pays the Commission). This Buyer’s Premium is charged to the Buyer in addition to the high bid. Global Auction Services will remit to you, the full high bid amount collected. Therefore, for ongoing online auctions, NO COMMISSION OR FEES WILL BE CHARGED TO YOU, unless otherwise agreed to in writing. There may be additional fees or charges for live auction events, or for live auction events with simultaneous real-time online bidding. The Buyer’s premium is payment for Global Auction Services’ services, and will be remitted from the Global Auction Services Trust/Escrow account to us, when the auction accounting is closed. However, if you perform any of the duties listed in the Buyer’s Premium break down included in this proposal, you will receive the percentage of the Buyer’s Premium associated with the duty or duties you performed, in addition to your portion of the high bid amount. Also, you may receive a share of the Buyer’s Premium based on your annual volume of sales as outlined below.

Annual Buyer’s Premium Share: Global Auction Services will share a portion of the Buyer’s Premium with you, based on your annual volume of sales, by check, according to the schedule below. Annual Buyer’s Premium Share will be calculated on the cumulative total of sales prices for all items sold under the terms of the contract with you, before sales tax and buyer’s premium, (i.e. the highest bid), for a twelve month period. The first such annual period will commence on the effective date of the contract and will terminate in 12 months. For example if the effective date of the contract is June 1st, the term of the first 12 month period would be June 1st through May 31st of the following year. Subsequent twelve month periods would follow accordingly for the duration of the contract. Aggregation of the cumulative auction total sales among various contracts utilizing cooperative purchase agreements is not permitted unless the contracts are governed by the same board, council, commission, or governing body. All calculations for the Annual Buyer’s Premium Share will be calculated on sales that are closed, and paid, within the twelve month period, adjusted for any non-paying purchasers. After the initial, and each subsequent 12 month period, the cumulative annual total of sales prices is re-set to zero, to begin the calculation for the following 12 month period. The Annual Buyer’s Premium Share is capped at 1.25%. The Annual Buyer’s Premium Share will be calculated once each year, in the month following the close of any twelve month calculation period. Payment will be made to you after calculation.

**ANNUAL BUYER'S PREMIUM SHARE SCHEDULE**

<table>
<thead>
<tr>
<th>Sales Range</th>
<th>Buyer's Share</th>
<th>Commission %</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 to $249,999.99</td>
<td>No Share</td>
<td>0.50%</td>
</tr>
<tr>
<td>$250,000 to $499,999.99</td>
<td>0.10%</td>
<td>$2,000,000 to $2,499,999.99</td>
</tr>
<tr>
<td>$500,000 to $749,999.99</td>
<td>0.15%</td>
<td>$2,500,000 to $2,999,999.99</td>
</tr>
<tr>
<td>$750,000 to $999,999.99</td>
<td>0.20%</td>
<td>$3,000,000 to $3,499,999.99</td>
</tr>
<tr>
<td>$1,000,000 to $1,499,999.99</td>
<td>0.25%</td>
<td>$3,500,000 to $3,999,999.99</td>
</tr>
<tr>
<td>$1,500,000 to $1,999,999.99</td>
<td>0.375%</td>
<td>$4,000,000 to $4,499,999.99</td>
</tr>
<tr>
<td>$5,000,000 or More</td>
<td>1.25%</td>
<td>$4,500,000 to $4,999,999.99</td>
</tr>
</tbody>
</table>

**EXAMPLE:** You have a cumulative total of sales prices for sales closed and paid, after adjustments for non-paying purchasers during their first 12 month calculation period that equals $1,600,000.00. Your share would equal 0.375%. A check would be issued by Global Auction Services to you for $6,000.00 ($1,600,000 X 0.375%). The cumulative total sales would be re-set to zero to begin the next twelve month calculation period.
Security and Storage: It is the intent of Global Auction Services to sell items in place, at your facilities, or at locations under your control to which you move your items. Therefore you will be responsible for securing and storing items scheduled for auction until those items are conveyed to the purchaser thereof. Global Auction Services and/or Aaron Joseph & Company, LLC cannot assume responsibility for losses incurred to items under your custody and control.

Item Previews: Global Auction Services will provide an employee or an agent of Aaron Joseph & Company LLC/GLOBAL AURCTION SERVICES to be present during the preview of items scheduled for auction under our contract with you, by appointment with the potential Bidder, at times agreed upon with you, according to Global Auction Services' scheduling.

Fairness to Online Bidders: To maintain a fair and equitable auction environment, all potential bidders must be referred to the dynamic auction system through your Online Auction Webpage, for any and all bids on items or lots of items being offered at Auction on the system. No bids are to be taken outside the dynamic auction system on items or lots of items being offered at Auction through the system. To do so, would corrupt the auction environment, possibly create two or more winning bidders, and possibly not allow lower bidders who are unaware that they have been outbid, to competitively increase their bid.

Condition of Items: Global Auction Services will do its best in accurately describing the condition of items to potential bidders. In many cases the condition will be unknown and the item will be untested. In all circumstances the items will be sold "As-is, Where-is, with no warranty express or implied". To assist in accurately describing items being sold, you must fully disclose the known condition of all items or lots of items being sold at Auction and not conceal known damage from bidders, or willfully fail to disclose facts that if known would possibly cause bidders to bid lower for an item or lot of items. If the condition is truly unknown, the item description will include the words, "Condition unknown, not tested."

Website Link: To assist in the on-going marketing of your auctions, we ask that you provide a link from your current website to the branded online web page on the Global Auction Services platform, built for your auctions.

Ownership of Online Auction Webpage: Global Auction Services and/or Aaron Joseph & Company, LLC owns and retains all rights to the Online Auction Webpage and all content and materials contained on the Online Auction Webpage, including but not limited to: text, graphics, logos (except your logo and graphics), audio clips, software server information, files, images, photos, works of authorship, links, or other materials. By entering into a contract with Global Auction Services, a division of Aaron Joseph & Company, LLC you acknowledge and agree that ownership of the Online Auction Webpage and its contents shall remain the property of Global Auction Services and/or Aaron Joseph & Company, LLC after the termination of the Contract. You further agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the content or materials on the Online Auction Webpage without the express authorization of Global Auction Services and/or Aaron Joseph & Company, LLC. The use of the Online Auction Webpage, its content or materials for any purpose not expressly permitted in the Contract is prohibited.

Confidentiality: In the course of providing auction services to you, Global Auction Services may from time to time disclose trade secrets to you. Therefore confidentiality is important. As part of any contract arising out of this Bid, each party acknowledges that the parties may disclose between themselves confidential and proprietary information owned, developed, acquired by or licensed to the disclosing party, including without limitation, information regarding such party's business, products, services and customers, hereinafter referred to as CONFIDENTIAL INFORMATION. Each party will take reasonable precautions necessary to safeguard the confidentiality of such CONFIDENTIAL INFORMATION. Nothing in this provision shall prevent either party from complying with its obligations under the Florida Open Government or "Sunshine" Law.

Indemnification: Since Global Auction Services and/or Aaron Joseph & Company, LLC will be acting on your behalf in the sale of your items, and in doing so may be subject to liability based on the actions or inactions of your employees, both parties to any Contract that arises from this Bid, should be indemnified and held harmless for the acts or inactions of the other party. An example of this would be a computer that is offered for sale. Your employee tells Global Auction Services that the computer is not working and the hard drive was removed. There is no power cable available, and the monitor, keyboard, and mouse are not being sold with the computer. Global Auction Services has no way to test the computer. Global Auction Services sells the computer as "Condition Unknown, not tested." It is later discovered that the computer did have a hard drive and personal identifying information or personal financial information was stored on that hard drive. Global Auction Services and/or Aaron Joseph & Company, LLC could be subject to legal action and/or loss as a result of the actions and/or inactions of your employee. Therefore, subject to the Limitation of Liability below, each party to the Contract should indemnify, defend, and hold the other party and its officers, directors, employees, agents, shareholders, partners, affiliates, representatives, and agents collectively referred to as INDEMNIFIED PARTIES, harmless from and against any and all claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including court costs and reasonable attorneys' fees), collectively hereinafter referred to as LOSSES, incurred by, or imposed or asserted against, the INDEMNIFIED PARTIES as a result of the Indemnifying Party's (1) failure.
to perform or improper performance of one or more of its material obligations under this Agreement, or (2) a breach of any material representation, warranty, covenant, or condition made by such party under the Contract.

Limitation of Liability: Occasionally, but rarely, performance under the Contract may be delayed due to circumstances beyond the control of either party. Therefore, notwithstanding anything to the contrary contained in the Contract, neither party of the Contract shall have any liability to any other party of the Contract for any of the following: (a) Any losses resulting from any failure or delay in performance if such failure or delay is caused in whole or in part by an act of God, civil disturbance, acts of terror, court order, labor dispute, fire, system failure or other cause beyond its reasonable control including, without limitation, failures, outages, delays or fluctuations in electrical power, telecommunications service, or Internet service; or (b) Special, punitive, indirect, incidental or consequential damages, including, without limitation, damages for lost revenues, lost profits or lost opportunities, even if such damages were foreseeable or resulted from a breach of the Contract; or (c) Damages for breach of the Contract in excess of the amounts paid by you for the Services rendered.

You acknowledge that occasional interruptions of Service may occur from time to time for reasons beyond the reasonable control of Global Auction Services and/or Aaron Joseph & Company, LLC, including, but not limited to, problems with telecommunications lines, problems with Internet service, computer hardware failure, or computer software failure, and that such interruptions of service shall in no event be a cause for any liability or claim against either party of the Contract, nor shall any such occasion render either party in breach of the Contract.

Auction Licenses: The Florida Statutes, Title XXXII Regulation of Professions and Occupations, Chapter 468 Miscellaneous Professions and Occupations, Section 468.388 Conduct of an Auction, (4) states, "Each auction must be conducted by an auctioneer who has an active license or by an apprentice who has an active apprentice auctioneer license and who has received prior written sponsor consent. Each auction must be conducted under the auspices of a licensed auction business. Any auctioneer or apprentice auctioneer conducting an auction, and any auction business under whose auspices such auction is held, shall be responsible for determining that any auctioneer, apprentice, or auction business with whom they are associated in conducting such auction has an active Florida auctioneer, apprentice, or auction business license." Therefore, Global Auction Services, a division of Aaron Joseph & Company, LLC maintains Florida Auction Business License AB3255, and the auctions, whether live, online, or virtual, are conducted by licensed auctioneers. Currently, Global Auction Services' licensed auctioneers are: Joseph F. Kikta, GPPA, CES FL AU4236, and Jeffrey T. Butirro, GPPA FL AU4361. Copies of the Auction Business License and the licenses of the auctioneers who currently conduct auctions for Global Auction Services are attached to this Bid Response.

Terms & Conditions of Auctions: Global Auction Services will work with you to develop a set of standard terms and condition for each of your auction sales. If certain sales require specific terms and conditions, we will adjust the terms and conditions to meet your needs. Attached to this Bid Reply is a generic copy of Auction Terms & Conditions for online auctions that can be modified to suit your circumstances.

Computerized Bidding & Transparency: By utilizing your Branded Online Auction Webpage through Global Auction Services and Proxibid®'s online auction platform you bring fairness and transparency to your surplus auctions. The computer shows no favoritism. Bids are not "missed". Bidders are kept apart minimizing bidder collusion and maximizing results. All bids are public. There are no hidden bidders. Although the photos are removed after several weeks, the auction results remain online for future review.

Real Estate: Real Estate transactions can be handled through a contract with our affiliate, Aaron Joseph Realty, LLC.
OPTIONS

As you can see, the best option may be to conduct an online-only auction. Further, a significant service that we provide is additional advertising; both direct advertising and Public Relations style advertising. Global Auction Services proposes to create a branded online auction webpage for the City of Panama City Beach, hosted on the Global Auction Services domain. The current auction can be hosted as an online auction, and future auctions can easily be added to the page. This would allow Global Auction Services to direct bidders, through its advertising efforts, to your online auction webpage.

The second option would be to conduct a live auction with simultaneous real-time online bidding on a date agreeable with both you and Global Auction Services. This option allows the City of Panama City Beach to expand its pool of possible bidders for a live event. This option would require an adequate, stable internet connection. This option lends itself to direct marketing, but limits the effectiveness of the Public Relations style of marketing. Further, there are added costs associated with this option as outlined below. With this option, we can explore the use of ongoing, online auctions in the future.

The third option would be to hold a live-only auction event on a date agreeable with both you and Global Auction Services. This option is the least desirable from a marketing perspective and may limit the overall auction results. As you can see below, there would be additional fees involved with this type of auction. With this option, we can explore the use of ongoing, online auctions in the future.

SELLER’S COMMISSION – BASED ON AN ONGOING AUCTION RELATIONSHIP

Live Auction Event: 0%* Seller's Commission + Auction Day Labor costs: Cashier(s), Bid Spotter(s), and Auction Clerk at $15.00 per hour.

Live Auction Event with simultaneous Real-time Online Bidding: 0%* Seller's Commission + $500 Online Auction Setup fee + 3% additional Seller's Commission for items sold to online bidders + Auction Day Labor costs: Cashier(s), Bid Spotter(s), Online Bidding Clerk, and Auction Clerk at $15.00 per hour.

Online-only Auction: 0%* Seller’s Commission

*A 10% Buyer’s Premium will be charged for all titled vehicles and heavy equipment, and a 15% Buyer’s Premium will be charged for all other personal property items. If a Buyer's Premium cannot be charged, then the Seller's Commission would be increased accordingly.

SELLER’S COMMISSION – BASED ON A SINGLE AUCTION EVENT

Live Auction Event: 4.95%* Seller’s Commission + Auction Day Labor costs: Cashier(s), Bid Spotter(s), and Auction Clerk at $15.00 per hour.

Live Auction Event with simultaneous Real-time Online Bidding: 4.95%* Seller’s Commission + $500 Online Auction Setup fee + 3% additional Seller’s Commission for items sold to online bidders + Auction Day Labor costs: Cashier(s), Bid Spotter(s), Online Bidding Clerk, and Auction Clerk at $15.00 per hour.

Online-only Auction: 4.95%* Seller’s Commission

*A 10% Buyer’s Premium will be charged for all titled vehicles and heavy equipment, and a 15% Buyer’s Premium will be charged for all other personal property items. If a Buyer's Premium cannot be charged, then the Seller's Commission would be increased accordingly.

HOW TO SHARE IN THE BUYER’S PREMIUM – APPLIES TO ONGOING AUCTION RELATIONSHIP ONLY

CONSENT
AGENDA ITEM #
Buyer's Premium Share for Duties Performed: Currently, Global Auction Services' buyer's premium is 15% for Auctions of general property and 10% for Auctions of Titled Vehicles & Heavy Equipment. This buyer's premium is broken down as follows:

**GENERAL PROPERTY**
- 7.5% Base Buyer's Premium
- 2.5% for Cataloging and Photography
- 2.5% for Conducting Previews and Buyer Pick-up
- 2.5% for Buyer Payment Processing
- **15.0% Total**

**TITLED VEHICLES & HEAVY EQUIPMENT**
- 5.0% Base Buyer's Premium
- 1.5% for Cataloging and Photography
- 1.5% for Conducting Previews and Buyer Pick-up
- 2.0% for Buyer Payment Processing
- **10.0% Total**

The Base Buyer's Premium covers all advertising, web pages, public relations campaigns, and uploading to and the use of the online bidding platform. If employees of the City of Panama City Beach perform any of the duties outlined above, outside of the base buyer's premium: Cataloging and Photography, Conducting Previews and Buyer Pick-up, and/or Buyer Payment Processing, the portion of the Buyer's Premium associated with that duty or those duties performed by employees of the City of Panama City Beach will be paid to the City in addition to the City's portion of the high bid amount. The City of Panama City Beach may also share in the Buyer's Premium based on the annual sales volume generated.

Annual Buyer's Premium Share: Global Auction Services will share a portion of the Buyer's Premium with you, based on your annual volume of sales, by check, according to the schedule below. Annual Buyer's Premium Share will be calculated on the cumulative total of sales prices for all items sold under the terms of the contract with you, before sales tax and buyer's premium, (i.e. the highest bid), for a twelve month period. The first such annual period will commence on the effective date of the contract and will terminate in 12 months. For example if the effective date of the contract is June 1st, the term of the first 12 month period would be June 1st through May 31st of the following year. Subsequent twelve month periods would follow accordingly for the duration of the contract. Aggregation of the cumulative auction total sales among various contracts utilizing cooperative purchase agreements is not permitted unless the contracts are governed by the same board, council, commission, or governing body. All calculations for the Annual Buyer's Premium Share will be calculated on sales that are closed, and paid, within the twelve month period, adjusted for any non-paying purchasers. After the initial, and each subsequent 12 month period, the cumulative annual total of sales prices is re-set to zero, to begin the calculation for the following 12 month period. The Annual Buyer's Premium Share is capped at 1.25%. The Annual Buyer's Premium Share will be calculated once each year, in the month following the close of any twelve month calculation period. Payment will be made to you after calculation.

**ANNUAL BUYER'S PREMIUM SHARE SCHEDULE**

<table>
<thead>
<tr>
<th>$ 0 to $249,999.99</th>
<th>$2,000,000 to $2,499,999.99</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Share</td>
<td>0.50%</td>
</tr>
<tr>
<td>$250,000 to $499,999.99</td>
<td>$2,500,000 to $2,999,999.99</td>
</tr>
<tr>
<td>0.10%</td>
<td>0.625%</td>
</tr>
<tr>
<td>$500,000 to $749,999.99</td>
<td>$3,000,000 to $3,499,999.99</td>
</tr>
<tr>
<td>0.15%</td>
<td>0.75%</td>
</tr>
<tr>
<td>$750,000 to $999,999.99</td>
<td>$3,500,000 to $3,999,999.99</td>
</tr>
<tr>
<td>0.20%</td>
<td>0.875%</td>
</tr>
<tr>
<td>$1,000,000 to $1,499,999.99</td>
<td>$4,000,000 to $4,499,999.99</td>
</tr>
<tr>
<td>0.25%</td>
<td>1.0%</td>
</tr>
<tr>
<td>$1,500,000 to $1,999,999.99</td>
<td>$4,500,000 to $4,999,999.99</td>
</tr>
<tr>
<td>0.375%</td>
<td>1.125%</td>
</tr>
<tr>
<td>$5,000,000 or More</td>
<td>1.25%</td>
</tr>
</tbody>
</table>

**EXAMPLE:** You have a cumulative total of sales prices for sales closed and paid, after adjustments for non-paying purchasers during their first 12 month calculation period that equals $1,600,000.00. Your share would equal 0.375%. A check would be issued by Global Auction Services to you for $6,000.00 ($1,600,000 x 0.375%). The cumulative total sales would be re-set to zero to begin the next twelve month calculation period.
Joseph F. Kikta, GPPA, CES – Managing Member of Aaron Joseph & Company, LLC & CEO of Global Auction Services

Joseph F. Kikta, GPPA, CES (AU4236) began his auction career in 1984 in Miami with Auction Company of America where he assisted with a multitude of auctions, from simple business liquidations, and estate sales, to multi-parcel real estate auctions, huge aircraft auctions, He has worked with small business and estate sales, to multi-million dollar businesses, estates, and governmental entities. He has worked with small auctions with a few specialized bidders to huge US Customs auctions with thousands of bidders. Joseph graduated from Florida State University, with a BA in International Affairs. He is a graduate of the prestigious Missouri Auction School, founded in 1905 and called the “Harvard of Auctioneering” by Newsweek Magazine. Joseph earned the Graduate Personal Property Appraiser (GPPA) designation from the National Auctioneer Association (NAA) Designation Academy, and is certified in the Uniform Standards of Professional Appraisal Practice (USPAP). Joseph earned the designation Certified Estate Specialist (CES) from the NAA Designation Academy. Joseph has been a guest instructor for the GPPA course on a National Level, and has been a presenter to the Florida Auctioneers Association (FAA) on a state level. Joseph is a member of both the NAA and FAA, and is currently a member of the Board of Directors for the FAA, and co-chair of its Legislative Committee. Joseph has provided auctioneer training at state conventions. Joseph has also competed in the state-wide Florida Auctioneers Association Bid-Calling Championship. Joseph is licensed to sell Real Estate in Florida through Aaron Joseph Realty, LLC.

Although Joseph began his auction career in 1984, during the 1990s and early 2000’s Joseph spent his time pursuing higher education, and operating in the arena of business management; two activities that have contributed to the success of Aaron Joseph & Company, LLC today. During this time, Joseph continued to maintain his ties with the Auction Industry, and used his skills for charity auctions. In 2010, with the encouragement of others in the Auction Industry, Joseph decided to once again work full time in the auction industry. Since he had worked in the industry prior to the Florida Auction Law, and had only conducted charity auctions for which he was not paid, he did not need to be licensed previously. Joseph graduated from the Missouri Auction School in January of 2011. The selection of the Missouri Auction School was easy for Joseph, as he had previously worked at U.S. Customs Auctions for Dick Dowes, president of the Missouri Auction School in the 1980s. Upon obtaining his auctioneer license, Joseph was sponsored into the Florida Auctioneers Association by his peers in the Industry.

Through his existing holding company, Aaron Joseph & Company, LLC Joseph set out to build an auction services team founded on quality and integrity. With its professional team, and its association with other auctioneers throughout the country, Aaron Joseph & Company, LLC is equipped to handle a large variety of specialized auctions. Aaron Joseph & Company, LLC specializes in government surplus, business liquidation, equipment, inventory reduction, retirement, bankruptcy, estate liquidation, and collectibles auctions.

However, Joseph was also keenly aware that the Auction Industry has changed drastically since the 1980s. The world has gone high-tech, and to survive, the auction industry must as well. After listening to well-established and respected colleagues in the industry speak of dwindling auction audiences, and the rise in online auction sales by companies that offered little or no actual service to their clients – other than an online bidding platform, Joseph knew that his company needed to offer the services provided by traditional auctioneers with an online component added. These services would be offered to Governmental Entities, Banks, Businesses with Reverse Supply Chain Issues, Recovery Companies, and other Auction Businesses, and Auctioneers, and the Global Auction Services division of Aaron Joseph & Company, LLC was born. Instead of re-creating the wheel, so to speak, Joseph approached the largest online bidding platform in the world, for auctioneers, Proxibid®, to provide the online bidding interface for the new endeavor. Global Auction Services would then provide as much or as little of the traditional services, such as cataloging, marketing, and delivery of sold merchandise as needed by the Consignor. These services can be provided on an “At Will” basis, and the Buyer can pay the commission, not requiring a long-term contract. However, Global Auction Services is happy to compete for a contract through a bidding process.

Joseph is the founder of Aaron Joseph & Company, LLC, and believes that teamwork and networking is the way to success. Joseph has extensive experience in corporate management, sales team development and training, and financial services. Joseph enjoys travel, good food, and is a student pilot.
Jeffrey T. Butirro, GPPA – Member of Aaron Joseph & Company, LLC & COO of Global Auction Services

Jeffrey T. Butirro, GPPA (AU 4361) began his auction career in 2011 with Aaron Joseph & Company, LLC. Jeffrey has a background in retail management, having worked as an Operations manager, for Kmart Corporation, a manager for Target Corporation, and a Grocery Manager for Publix Supermarkets. To Jeffrey, customer service is the priority. Jeffrey is extremely adept at managing the Global Auction Services Auction Team, from organizing and set-up, through cataloging and conducting the auction, to reconciling the accounts and closing the paperwork.

Jeffrey graduated from the Missouri Auction School, founded in 1905, and called the “Harvard of Auctioneering” by Newsweek Magazine. Jeffrey earned the Graduate Personal Property Appraiser (GPPA) designation from the National Auctioneer Association Designation Academy, and is certified in the Uniform Standards of Professional Appraisal Practice (USPAP). Jeffrey is a member of both the National Auctioneer Association and the Florida Auctioneer Association. Jeffrey has been a presenter on the topic of auction technology and the internet for the Florida Auctioneers Association, and currently is a member of the FAA Membership Committee, and the FAA Legislative Committee.

Jeffrey has a passion for history, with an emphasis in the WWII Pacific Theater. Jeffrey is the father of 2 boys, and is also a National Weather Service trained Weather Spotter.
SAMPLE PROVIDER MANAGED AUCTION SERVICES AGREEMENT (FOR ONGOING, ONLINE AUCTIONS)

This Agreement, made this ___ day of ____________, 20__, the EFFECTIVE DATE, is entered into between:

__________________________________ whose address is:

hereinafter called CLIENT, and

Aaron Joseph & Company, LLC dba Global Auction Services, FL AB3265, 345 Office Plaza Drive, Tallahassee,
Florida 32301, Phone: 850-876-3030, Phone: 888-262-1883, FAX: 850-765-8855, Email: info@globalauctionserv.com,
hereinafter called the PROVIDER.

CLIENT and PROVIDER agree as follows:

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS TO REQUIRE CLIENT TO EXCLUSIVELY USE THE
SERVICES OF THE PROVIDER. ALL SERVICES ARE TO BE PERFORMANCE AT THE WILL OF THE CLIENT, ON AN
AS NEEDED BASIS. NO COMMISSIONS OR FEES ARE PAID BY CLIENT, UNLESS AGREED TO IN WRITING.

PROVIDER agrees to:

1. Services: PROVIDER will provide traditional auction services such as: providing auction staff, cataloging,
organizing, photographing, valuing, accounting, and customer billing as needed, or requested by CLIENT.

2. Auction Management: PROVIDER will provide and manage live auctions, online auctions (timed and virtual), or
live auctions with simultaneous online bidding as, in PROVIDER’S sole discretion, is deemed appropriate.

3. Buyer Assistance: PROVIDER will attempt to locate shipping companies in CLIENT's local area to assist
buyers with handling and shipping of surplus inventory purchased.

4. Advertising & Marketing: PROVIDER will provide development and placement of marketing and advertising in
various media such as print, video, radio, direct mail campaigns, email campaigns, social media such as:
Facebook, Google+, and Twitter, RSS Syndicated Auction Blog, as, in PROVIDER’S sole discretion, is deemed
appropriate and cost effective.

5. Webpage: PROVIDER will provide CLIENT with a branded online web page on the Global Auction Services
platform where potential buyers can view your auction catalogues, sign up for CLIENT'S auction email lists and
find links to online bidding for CLIENT'S auctions.

6. Email List: PROVIDER will develop and maintain an email list specifically for CLIENT'S auctions. PROVIDER
will utilize its current email lists and/or PROVIDER will purchase additional email lists if, at PROVIDER’S sole
discretion, PROVIDER deems it necessary and cost effective to do so.

7. ProxiBid®: PROVIDER will manage CLIENT'S online auctions on the ProxiBid® platform, which exposes
CLIENT'S auctions to bidders across the ProxiBid® Marketplace.

8. Buyer’s Premium: PROVIDER will charge a reasonable Buyer’s Premium (the Buyer pays the Commission).
This Buyer's Premium is charged to the Buyer in addition to the high bid. PROVIDER agrees to remit to CLIENT,
the full high bid amount collected. Therefore NO COMMISSION OR FEES WILL BE CHARGED TO CLIENT,
unless otherwise agreed to in writing. The Buyer’s premium is payment for PROVIDER’S services, and will be
remitted, in whole to PROVIDER, when auction accounting is closed, except that if CLIENT performs any of the
duties listed in the Buyer’s Premium break down in the REASONABLE BUYER'S PREMIUM addendum to this
agreement, CLIENT will receive the percentage of the Buyer’s Premium associated with the duty or duties
CLIENT performed, and except as outlined in section 9, Annual Buyer’s Premium Share, below

9. Annual Buyer’s Premium Share: PROVIDER agrees to share a portion of the Buyer’s Premium with CLIENT,
based on CLIENT's annual volume of sales, by check, according to the schedule below. Annual Buyer’s Premium
Share will be calculated on the cumulative total of sales prices for all items sold under the terms of this
agreement, before sales tax and buyer's premium, (i.e. the highest bid), for a twelve month period. The first such
annual period will commence on the effective date of this agreement and will terminate in 12 months. For
example if the effective date of this agreement is June 1st, the term of the first 12 month period would be June 1st
through May 31st of the following year. Subsequent twelve month periods would follow accordingly for the
duration of this agreement. Aggregation of the cumulative auction total sales among CLIENTS utilizing
cooperative purchase agreements is not permitted unless CLIENTS are governed by the same board, council,
commission, or governing body. All calculations for the Annual Buyer’s Premium Share will be calculated on
sales that are closed, and paid, within the twelve month period, adjusted for any non-paying purchasers. After the
initial, and each subsequent 12 month period, the cumulative annual total of sales prices is re-set to zero, to begin
the calculation for the following 12 month period. The Annual Buyer’s Premium Share is capped at 1.25%. The
Annual Buyer’s Premium Share will be calculated once each year, in the month following the close of any twelve
month calculation period. Payment will be made to CLIENT after calculation.
ANNOUNCING THE PREMIUM SHARE SCHEDULE

$ 0 to $249,999.99 No Share $2,000,000 to $2,499,999.99 0.50%
$250,000 to $499,999.99 0.10% $2,500,000 to $2,999,999.99 0.625%
$500,000 to $749,999.99 0.15% $3,000,000 to $3,499,999.99 0.75%
$750,000 to $999,999.99 0.20% $3,500,000 to $3,999,999.99 0.875%
$1,000,000 to $1,499,999.99 0.25% $4,000,000 to $4,499,999.99 1.0%
$1,500,000 to $1,999,999.99 0.375% $4,500,000 to $4,999,999.99 1.125%
$5,000,000 Or More 1.25%

EXAMPLE: CLIENT has a cumulative total of sales prices for sales closed and paid, after adjustments for non-paying purchasers during their first 12 month calculation period that equals $1,600,000.00. The CLIENT share would equal 0.375%. A check would be issued by PROVIDER to CLIENT for $6,000.00 ($1,600,000 X 0.375%).

The cumulative total sales would be zero to set the next twelve month calculation period.

10. Buyer's Failure to Perform: In the event that a Buyer fails to remit payment on their invoice, PROVIDER will bar said Buyer from bidding in future auctions. The item or items invoiced to said Buyer will then be re-auctioned. Under no circumstances shall PROVIDER be held liable to remit to CLIENT the high bid amount for a non-paying Bidder.

11. Sales Tax: PROVIDER will collect appropriate sales tax due as a result of CLIENT'S auctions. PROVIDER will remit all sales tax collected as a result of CLIENT'S auctions, to the Florida City of Revenue.

12. Trust/Escrow Account: PROVIDER will collect the proceeds of the auctions, and shall deposit the entire proceeds received from the auctions, into the PROVIDER's trust/escrow account within 2 business days of the sale, or within 2 business days of the receipt of said proceeds, whichever is later.

13. Payment to Client: Within 30 days of an auction, PROVIDER will remit payment to CLIENT by check or Bank Transfer from PROVIDER's trust/escrow account.

14. Payment from Bidders: PROVIDER will accept as payment on behalf of CLIENT – Cash (live auctions only), Wire Transfer with a convenience fee, and Credit Cards. No personal or business checks will be accepted.

15. Document File: PROVIDER will create and maintain a "Cloud" based shared file to hold all documents related to this contract, including all auction records as they are created, and share this "Cloud" based file with CLIENT, thereby reducing the use of paper – promoting an environmentally friendly or "Green" policy.

16. Pickup by Purchaser: PROVIDER will provide an employee or an agent of Aaron Joseph & Company LLC/Global Auction Services to be present during the transfer of custody of any property owned by CLIENT according to PROVIDER'S scheduling.

CLIENT agrees to:

1. Security and Storage: CLIENT will secure, and store, items scheduled for auction, until those items are conveyed to the purchaser thereof.

2. Item Previews: CLIENT will make items scheduled for auction, available for inspection by potential bidders.

3. Fairness to Online Bidders: To maintain a fair and equitable auction environment, CLIENT must refer any and all bidders to the dynamic auction system on CLIENT's Online Auction Webpage, for any and all bids on items or lots of items being currently offered at Auction on said system. No bids are to be taken outside the dynamic auction system on Items or lots of items being currently offered at Auction on said system. To do so, would corrupt the auction environment, possibly create two or more winning bidders, and possibly not allow lower bidders who are unaware that they have been outbid, to competitively increase their bid.

4. Condition of Items: CLIENT agrees to fully disclose the known condition of all items or lots of items being sold at Auction on CLIENT's Online Auction Webpage. CLIENT further agrees not to conceal known damage from bidders, or willfully fail to disclose facts that if known would possibly cause bidders to bid lower for an item or lot of items.

5. Website Link: CLIENT agrees to provide a link from CLIENT's current website to the branded online web page on the Global Auction Services platform, built for CLIENT by PROVIDER.

6. Logo: CLIENT agrees to allow PROVIDER to use CLIENT'S LOGO and CLIENT'S website graphics in developing and maintaining the branded online web page on the Global Auction Services platform and in any advertising and/or promotional materials PROVIDER develops to promote CLIENT'S auctions.

7. Buyer's Premium: CLIENT agrees that the total Buyer's Premium is compensation for PROVIDER, and further agrees that CLIENT is not entitled to any portion of said Buyer's Premium.

8. Document File: CLIENT agrees to receive all auction documentation through the "Cloud" based shared file created by PROVIDER for such purpose.

9. Pickup by Purchaser: CLIENT agrees to make items sold at auction available for pickup by the purchaser(s) thereof. CLIENT further agrees not to allow the pickup of any item purchased until CLIENT receives notice from PROVIDER that all items invoiced to Purchaser have been paid for, including any Sales Tax or Buyer's Premium due.
10. Cataloging & Photography: CLIENT agrees that whenever possible, CLIENT will write a detailed description of the item(s) to be sold, noting the condition of and any damage to the item(s) to be sold. CLIENT will digitally photograph the item(s) including any identifying marks, plates, numbers, along with photographs that depict the condition of the item, including damage, odometer readings, or hour meter readings. CLIENT further acknowledges that PROVIDER will only be available to assist in the cataloging & photography of items to be sold, as PROVIDER'S schedule will allow.

Additional Terms:

Inappropriate Content: If PROVIDER determines, in its sole discretion, that any content posted on the Online Auction Webpage, or in the dynamic auction system is inappropriate, PROVIDER reserves the right to delete such content from the dynamic auction system and from the Online Auction Webpage, and/or suspend CLIENT's access to the dynamic auction system and/or to the Online Auction Webpage, and/or Terminate this Agreement.

Ownership of Online Auction Webpage: PROVIDER owns and retains all rights to the Online Auction Webpage and all content and materials contained on the Online Auction Webpage, including but not limited to: text, graphics, logos (except CLIENT's logo), audio clips, software server information, files, images, photos, works of authorship, links, or other materials. CLIENT acknowledges and agrees that ownership of the Online Auction Webpage and its contents shall remain the property of PROVIDER after the termination of this Agreement. CLIENT further agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the content or materials on the Online Auction Webpage without the express authorization of PROVIDER. The use of the Online Auction Webpage, its content or materials for any purpose not expressly permitted in this Agreement is prohibited. PROVIDER reserves the right to change the dynamic online bidding platform from ProxiBid® to another platform, if it deems the change necessary.

Term: The TERM of this Agreement shall be for a 1 year period beginning on the EFFECTIVE DATE. This Agreement may be extended for two additional 1 year terms after the initial term.

Termination: This agreement may be terminated by either party with 30 days written notice to the other party. Termination of this agreement does not relieve CLIENT of any and all obligations to remit to PROVIDER, FEES due to PROVIDER for services rendered under this agreement. Termination of this agreement does not relieve PROVIDER of any and all obligations to remit to CLIENT auction proceeds due to CLIENT from auctions conducted on behalf of CLIENT.

Confidentiality: Each party acknowledges that the parties may disclose between themselves confidential and proprietary information owned, developed, acquired by or licensed to the disclosing party, including without limitation, information regarding such party's business, products, services and customers, hereinafter referred to as CONFIDENTIAL INFORMATION. Each party will take reasonable precautions necessary to safeguard the confidentiality of such CONFIDENTIAL INFORMATION. Nothing in this provision shall prevent either party from complying with its obligations under the Florida Open Government or "Sunshine" Law.

Indemnification: Subject to the Limitation of Liability below, each party hereto shall indemnify, defend and hold the other party and its officers, directors, employees, agents, shareholders, partners, affiliates, representatives and agents collectively referred to as INDEMNIFIED PARTIES, harmless from and against any and all claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including court costs and reasonable attorneys' fees), collectively hereinafter referred to as LOSSES, incurred by, or imposed or asserted against, the INDEMNIFIED PARTIES as a result of the Indemnifying Party's (1) failure to perform or improper performance of one or more of its material obligations under this Agreement, or (2) a breach of any material representation, warranty, covenant or condition made by such party under this Agreement.

Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement, neither party hereto shall have any liability to any other party hereto for any of the following: (a) Any losses resulting from any failure or delay in performance if such failure or delay is caused in whole or in part by an act of God, civil disturbance, acts of terror, court order, labor dispute, fire, system failure or other cause beyond its reasonable control including, without limitation, failures, outages, delays or fluctuations in electrical power, telecommunications service, or Internet service; or (b) Special, punitive, indirect, incidental or consequential damages, including, without limitation, damages for lost revenues, lost profits or lost opportunities, even if such damages were foreseeable or resulted from a breach of this Agreement; or (c) Any losses arising as a result of incorrect, inaccurate or incomplete information furnished to one party hereto by or on behalf of the other party hereto; or (d) Damages for breach of this Agreement in excess of the amounts paid by CLIENT for the Services rendered hereunder.
CLIENT hereby acknowledges that occasional interruptions of Service may occur from time to time for reasons beyond the reasonable control of PROVIDER, including, without limitation, problems with telecommunications lines or Internet service and that such interruptions of service shall in no event be a cause for any liability or claim against either party hereto, nor shall any such occasion render either party hereto in breach of this Agreement.

Relationship of the Parties: The parties are and shall be, with respect to the subject matter of this Agreement, independent contractors of one another and nothing in this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties.

Entire Agreement: Amendments. This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior oral and written agreements between the parties relative to the subject matter hereof and merges all prior and contemporaneous discussions between them, and sets forth the specific information and obligations of the parties and the fees and costs for Online Auction Services.

Waivers: The terms, covenants, representations and warranties set forth in this Agreement or any may be waived only by a written instrument executed by the party waiving compliance.

Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Cooperative Use of Contract: Other school districts and public agencies may participate under this contract at the same prices, terms and conditions stated in this contract, at the discretion of the PROVIDER. Agencies utilizing this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CLIENT harmless from any disputes, disagreements or actions which may arise as a result of using this contract. Agencies utilizing this contract shall enter into a separate Participating Addendum to this contract with PROVIDER. The CLIENT waives its right to receive payment under any such Participating Addendum, and authorizes each agency utilizing this contract to make or receive payment and place orders directly to the PROVIDER, according to their respective Participating Addendum.

Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Severability: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision of this Agreement.

Counterparts: This Agreement may be executed in counterpart, and each counterpart shall constitute an original instrument, and all such separate counterparts together shall constitute one and the same agreement.

Governing Law: This Agreement shall be governed by the laws of the State of Florida. The parties agree to submit to the jurisdiction of the state and federal courts in ____________ County, Florida for the resolution of all disputes arising out of this Agreement.

Survival of Provision: The obligations set forth in this agreement, with regards to Term, Fees, Confidentiality, and Indemnification shall survive the expiration or termination of this Agreement. Termination or expiration of this Agreement shall not limit or impair the liability of either party to the other for or in respect to any breach of this Agreement prior to its termination or expiration, or any other liability arising out of or relating to the parties' obligations under this Agreement.

IN WITNESS WHEREOF, CLIENT and PROVIDER have executed this Agreement set forth below as of the date first written above by their respective officers thereunto duly authorized.

CLIENT: ________________________________

By: ________________________________

Title: ________________________________

Date: ________________________________

PROVIDER: Aaron Joseph & Company, LLC
dba Global Auction Services, FL AB3255

By: ________________________________

Title: ________________________________

Date: ________________________________
SAMPLE REASONABLE BUYER’S PREMIUM

Currently, PROVIDER’s reasonable buyer’s premium is 15% for full PROVIDER Managed Auctions for General Property and 10% for full PROVIDER Managed Auctions for Titled Vehicles & Heavy Equipment. This buyer’s premium is broken down as follows:

<table>
<thead>
<tr>
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<tr>
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<td>2.0% for Buyer Payment Processing</td>
</tr>
<tr>
<td><strong>15.0% Total</strong></td>
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</tbody>
</table>

CLIENT acknowledges that this Buyer’s Premium is the sole compensation for PROVIDER, under the terms of the PROVIDER MANAGED AUCTION SERVICES AGREEMENT entered into on: ________________ (Date), and that the Buyer’s Premium may be adjusted occasionally; but will not exceed the Buyer’s Premiums typically charged by other companies in the auction Industry. If CLIENT performs any of the duties outlined above: Cataloging and Photography, Conducting Previews and Buyer Pick-up, and/or Buyer Payment Processing, the portion of the Buyer’s Premium associated with that duty/those duties performed by CLIENT will be paid to CLIENT.

CLIENT: PROVIDER: Aaron Joseph & Company, LLC dba Global Auction Services, FL AB3255

By: ________________________________  By: ________________________________
Title: ________________________________  Title: ________________________________
Date: ________________________________  Date: ________________________________

BIDDER TERMS & CONDITIONS

CLIENT hereby:

☐ Adopts the BIDDER TERMS & CONDITIONS as printed on Page 2 of this Document for use in CLIENT’s Auctions
☐ Will provide their own BIDDER TERMS & CONDITIONS, subject to approval by PROVIDER
☐ Adopts the BIDDER TERMS & CONDITIONS as printed on Page 2 of this Document for use in CLIENT’s Auctions, but requests the following additions or changes, subject to approval by PROVIDER:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

CLIENT: PROVIDER: Aaron Joseph & Company, LLC dba Global Auction Services, FL AB3255

By: ________________________________  By: ________________________________
Title: ________________________________  Title: ________________________________
Date: ________________________________  Date: ________________________________
BIDDER TERMS & CONDITIONS (SAMPLE for Online-only Auctions. Can be modified for the City’s specific needs and for Live Auction Events or Live Auction with Simultaneous Online Bidding Events):

BIDDING: Bidding on any item will be considered sufficient evidence that a bidder accepts all conditions set forth in these BIDDER TERMS & CONDITIONS. The Auctioneer has the authority to accept or reject any and all bids. The Auctioneer's decisions are final.

BUYER'S PREMIUM: A Buyer’s Premium of (BP%) will be charged on the total bid. EXAMPLE: If you intend to spend no more than $100.00 on an item, bid to ($Example). A (BP%) Buyer’s Premium of ($Example) will then be added to the ($Example), bringing your total to ($Example). You will save ($Example).

SALES TAX: Florida Sales Tax (State and Local) will be collected on all sales made and delivered within the state of Florida. The Florida City of Revenue’s Rules require that Sales Tax be charged on the total invoice price including Buyer’s Premium. The buyer is responsible for all out of state sales tax due on items shipped. Buyers purchasing items for Resale must provide a current Resale Certificate PRIOR to each Auction. Tax Exempt Bidders must provide a current Tax Exempt Certificate PRIOR to each Auction.

MERCHANDISE: ALL ITEMS ARE SOLD "AS-IS, WHERE-IS" WITH NO WARRANTY EXPRESS OR IMPLIED, unless otherwise stipulated. We do our best in describing items. Time will be made available prior to each Auction for a preview of the items to be sold. It is the buyer's responsibility to carefully inspect the items prior to the Auction. Descriptions of an item are not meant to be used in lieu of actually inspecting the item yourself. Most items offered for sale are used and may contain defects not immediately detectable. Bidders are encouraged to inspect the property prior to bidding. Bidders must adhere to the preview and inspection dates and times posted. ALL SALES ARE FINAL.

BIDDERS accept any and all liability and will hold Global Auction Services and/or Aaron Joseph & Company, LLC and the (Insert Entity Name) harmless for Injuries sustained by BUYER or Agents, Employees, or Contractors, or any person acting on behalf of or in conjunction with the BUYER, during the preview and inspection and pickup of items being sold.

DESCRIPTIONS AND PHOTOGRAPHS: Occasionally errors occur in item descriptions and photographs. Item descriptions or photographs are not to be used in lieu of a personal inspection of an item. Time is made available prior to the auction to inspect the items. ALL SALES ARE FINAL!

PAYMENT: Payment is expected immediately following the Auction, on the day of the Auction. Acceptable forms of payment will be: Visa, MasterCard, Discover, American Express or wire transfer. Online bidders will automatically have their credit card on file with ProxiBid® charged for their total invoice price. A $15.00 wire transfer fee will be assessed to all wire transfers under $500.00. If paying by wire transfer please contact us following the auction for instructions. ALL ITEMS INVOICED to a bidder must be paid for prior to the bidder removing ANY of the items.

REGISTRATION: Registration is required in order to bid at any Global Auction Services Auction. This registration includes your name, address, phone number, email address, state issued identification or Driver's License, and credit card number. Since the act of bidding at an Auction creates a binding contract, the giving of false registration information may constitute an act of fraud. By registering to bid you agree to be added to our email list. You have the option to opt-out after you receive the first email.

ITEM PICKUP: All items are to be picked up by the buyer on the date(s) and time(s) agreed to with Global Auction Services, after full payment of the invoice and verification of funds. No party, other than Global Auction Services is authorized to release any item sold at this auction.

REMOVAL OF LOTS FROM A SALE: Global Auction Services will make all reasonable efforts to have all items advertised, available for sale. However, there may come an occasion that an item must be removed from the sale. Global Auction Services, and/or its parent company, Aaron Joseph & Company, LLC assumes no liability for damages incurred by the removal of an item from a sale.

RESERVE: Most items are offered without reserve or minimum bid. If an item has a reserve, a proxy bidder may bid on behalf of the seller until the reserve is met. However, we will not offer an opening bid on behalf of the seller. If no opening bid is received, or if the bidding does not reach the reserve amount, we will pass the item or submit the high bid as an "offer" to the seller for their acceptance.

LIABILITY: By Bidding, the Bidder agrees to hold Global Auction Services and/or Aaron Joseph & Company, LLC and the Auctioneer harmless for errors & omissions. Further, the Bidder agrees to hold Global Auction Services and/or Aaron Joseph & Company, LLC and the Auctioneer harmless, as agents of the seller, for issues arising from the transfer of title.
of goods purchased.

SELLERS: Sellers are NOT permitted to bid on their own items, nor are they permitted to have an employee or agent bid on their behalf, if the item is to be sold "Absolute" or without a reserve.

EMPLOYEES & ASSOCIATES: Employees and associates of Global Auction Services and/or Aaron Joseph & Company, LLC are permitted to purchase lots at competitive bidding under the same terms, rules and regulations as the general public.

ARBITRATION: In the event that a dispute arises from an Auction under these TERMS & CONDITIONS, the Bidder agrees to resolve the dispute through Binding Arbitration, whereby the prevailing party is entitled to reimbursement of their legal fees by the opposing party.

VENUE: By bidding at this auction, the bidder agrees that the contract created by these conditions of sale is made and performed in the county where the Auction is conducted, in the State of Florida. Any dispute arising from this Auction will be resolved in, and under the laws of the County and State where the Auction was conducted.

SEVERABILITY: The Bidder agrees that if any portion of these TERMS & CONDITIONS is deemed unenforceable or invalid, the remainder of the TERMS & CONDITIONS shall remain enforceable and valid.

SHIPPING: The BUYER is responsible for all removal packing or packaging and shipping of all purchased items. BUYER accepts any and all liability and will hold Global Auction Services and/or Aaron Joseph & Company, LLC and (Insert Entity Name) harmless for damages to the purchased items and/or damages to the property of others incurred by the removal, packaging or shipping process. BUYER accepts any and all liability and will hold Global Auction Services and/or Aaron Joseph & Company, LLC and (Insert Entity Name) harmless for injuries sustained by BUYER or Agents, Employees, or Contractors, or any person acting on behalf of or in conjunction with the BUYER, during the removal, packing or packaging and shipping process.

(Insert Shipping Options)
Proxibid®’s Technical Capabilities

This is offered as an example of the capabilities of the Auction Bidding Platform. Most functions outlined here are conducted through and with the assistance of Global Auction Services. The City of Panama City Beach is not required to directly interact with Proxibid®. However, if the City chooses at a later date to directly interact with Proxibid®, such an arrangement can be made utilizing Global Auction Services’ Proxibid® Resale agreement. At that point, the City of Panama City Beach would be fully responsible for conducting their own auctions on the Proxibid® platform.

Hardware, Software and Equipment: Proxibid® will provide all the hardware, software, servers and Internet connection required to provide online bidding for the City of Panama City Beach.

Hosting of the Auction System: Proxibid® will host the online bidding solution. No City of Panama City Beach’s computer hardware, software or database systems will be required. If the City chooses to utilize the resale agreement between Global Auction Services and Proxibid®, the auction listings can be embedded on the City’s Web site, while still being hosted on Proxibid.com.

Hardware and Software Maintenance: All maintenance and upgrades to the hardware and software required to maintain the online bidding solution are the responsibility of Proxibid®.

Operating Software and Applications: Because Proxibid® owns the software and applications, Proxibid® directly provides all software and applications required for the auction to function.

Secure Web Environment: All registered, pre-qualified bidders create a unique password. Additionally, Proxibid® protects the web environment in multiple ways:

- Confidentiality of data
  - For employees who have access to confidential information in a customer support scenario, there is a policy in place to authenticate a caller before disclosing any user related information. Calls are recorded and recordings are reviewed periodically to ensure related policies are properly in use.
  - Data transmission is SSL encrypted
  - Passwords are stored as a one-way hash within the system database to further encrypt them.
  - Proxibid® does not directly retain data elements such as social security numbers or credit card numbers. If these items are needed, that event would be transacted through a 3rd party partner platform which has the necessary industry compliance in place to securely receive and store such data.

- Hosting of website
  - Proxibid® production systems are hosted in a private cloud platform dedicated to the core business. All related programs and solutions, such as the bidding application, and AuctionBuilder™, are all SSL secure sites.

- Audit trail of transactions
  - Proxibid® maintains a full audit logging of critical data created or changed within the system. Such items include, but are not limited to:
    - Each bid by user per item
    - System messaging between live auction application components during a sale
    - Additional critical user and sale information
  - Proxibid® maintains applicable logs for 90 days. However, if requested by the City of Panama City Beach, Proxibid® would be able to store the data for longer or shorter time periods.

Connectivity: Proxibid®’s solution allows for access from Windows-based systems and Apple-compatible systems. No special software is required by the computer systems of the City of Panama City Beach. Proxibid®’s solution is accessible through any modern Web browser.

Maintenance and Support: Proxibid®’s Client Services team offers unparalleled support to both sellers and bidders. Proxibid®’s team provides unmached support via telephone and email before, during, and after every auction, as well as during our regular business hours, daily from 7:00 a.m. – 10:00 p.m. Central time. In addition to the types of services you would expect from a Client Services team, Proxibid®’s team takes extra steps to ensure your online success. The team regularly makes outbound calls to prospective bidders for upcoming auctions. Proxibid® constantly monitors auctions to ensure the best online experience possible for your bidders. Because Proxibid®’s customer support team is located at its Omaha headquarters, they are able to be more flexible than support Citys at other providers. Proxibid® has the capability to adjust staffing and hours to accommodate the City of Panama City Beach’s events, to ensure that even unusually scheduled auctions have support available. Proxibid’s Client Services team has a combined 48 years of customer service experience,
enabling its team to provide the best possible experience for sellers and bidders. Proxibid®'s multi-lingual support agents must complete a rigorous training program and are proficient in Proxibid’s online bidding technology. Proxibid® provides a constant, open line of communications between sellers and bidders to ensure all parties have a positive online experience.

Simple Login, Registration, and User Experience: Registering to bid on Proxibid® is very easy. New buyers simply visit www.proxibid.com and click the “sign up now” button at the top of the page. Or if bidders follow links from the City of Panama City Beach’s or Global Auction Services' webpage, and choose to bid on an item, they will be prompted to login or sign up on Proxibid®. Bidders answer a few basic questions and are ready to bid. Behind the scenes, our anti-fraud tool, MarketGuard™ runs the bidder through an approval process to ensure the buyer has the wherewithal to pay for the items and is a good candidate to bid in the City’s auction(s). This process is seamless to the bidder. Prospective buyers do not have to register to bid to be able to view items in the City’s auctions. Any potential bidder can view the auction catalog, review item descriptions and view photos without having an account. And, they can access the “create account” process from the auction catalog, making it easy for potential buyers to get signed up to bid at any point in the process.

Proxibid® provides sellers with an easy-to-use auction catalog builder that provides buyers with a consistent shopping experience from auction to auction, creating a level of comfort and trust with buyers.

Simple and Uniform Methods to Submit Bids: Proxibid® provides buyers with a user-friendly and intuitive way to submit bids via the Internet. All bidders are able to see the highest bid placed on an item. If a buyer has been outbid, Proxibid®’s system will send an automatic notification, encouraging the buyer to place a new bid. Bidders can place a bid, up to the maximum amount they wish to pay for an item, and Proxibid®’s system will bid, on the buyer’s behalf, up to that maximum amount. Additionally, Proxibid® has the capability to accept bidding by people via fax and/or written correspondence.

Rejecting Bids: The seller may choose not to acknowledge a bid if it does not meet the minimum starting bid price or reserve price for the property. Additionally, the seller would be allowed to reject a bid for any reason whatsoever as determined by the City. Please be advised that rejecting bids without a reasonable explanation may have legal implications as an auction is considered a legal form of a sale.

Withdrawing of Lots: A seller would have the ability to remove single or multiple properties from an auction.

Clearly Identified Auction End Times: End times for all auctions on Proxibid® are clearly identified.

Ability to Set and to Display a Reserve Price: Proxibid®’s solution enables sellers to set the reserve price as appropriate. Additionally, the reserve price can be hidden from view. The use of reserves should only be used in limited circumstances. A reserve fee may apply for lots that do not sell.

Ability to Set Minimum Opening Bid and Minimum Increment: Proxibid®’s solution enables the seller to set a minimum opening bid as well as to customize the increments at which bids will be submitted. Caution is due in setting minimum opening bids. One of the key elements to a successful auction is the momentum created by competitive bidding. By setting an opening bid too high, this momentum may be diminished, creating less than desirable results. The excessive use of high opening bids may result in an opening bid fee for lots that do not sell.

Record of Winning Bidder and Backup Bidder: Proxibid® maintains copious records of all bidding activity in its system. Their technology team is able to track every bid placed, the time it was placed and the IP address of the bidder. If at any time a buyer defaults on their bid, Proxibid® can quickly identify the second highest bidder and contact that person to determine their interest in purchasing the item.

Access to Bidder Records: All Proxibid® clients have access to bidding information for their auctions taking place in the Proxibid® marketplace. Proxibid® provides a dashboard complete with analytics from each sale, which provides detailed statistics, as well as contact information for all bidders in your sales, as well as a report of all winning bidders. Other statistics available include: online sales, online high bid, number of bids placed, number of online bids placed and more.

Online Security and Fraud Protection: Proxibid® is the most secure online bidding provider in the industry. All security systems, anti-virus and firewalls are capable of preventing the hacking of any auction information, as well as protecting against the assimilation or distribution of viruses and other programs. Additionally, bidder identity is always protected as bidders are only identified by the first and last letters of their usernames.
Simple Auction Posting Solution: Proxibid®'s web-based back-end tool, AuctionBuilder™, is easy to use, making it a breeze for sellers to get inventory listed into an auction. This secure system provides users with the ability to quickly upload their auction catalog, including item descriptions and photographs. Users have complete control over the auction (start and end times, auction type, reserves, increments, etc.). If an auction is active, the City of Panama City Beach can make modifications through Global Auction Services. However, it is Proxibid®'s policy to contact all bidders in the auction if the changes involve updates to the terms and conditions or minimum or reserve pricing.

Withdrawing an Auction: The City of Panama City Beach can cancel an auction in the Proxibid® system without penalty. If the City chooses to cancel an auction, Proxibid® will send an email notification to all registered bidders informing them that the auction has been canceled. This notification is drafted by Proxibid®'s Communications City and is forwarded to bidders by members of its Client Services team.

Dynamic Closing: Proxibid® offers extended bidding in its online only auctions. If a bid is received within the last two minutes of the auction, the time on that lot is extended two minutes to allow the individual who was outbid the opportunity to place a new bid. The ending time will continue to extend until there is no competitive bidding within the last two minutes of the auction.

Auction Templates: Proxibid®'s AuctionBuilder program enables sellers to create auction templates so they do not have to create a brand new auction description every time a catalog is created.

Standard Sales Closing Information: All sales closing information is included in the auction catalog in a section entitled “Information and Special Terms.” Sellers can easily copy and paste standard sales information into their auction catalog, enabling them to save valuable time and resources when creating a new auction. Payment terms, shipping details, and other “fine print” can be re-used as appropriate, from one auction listing to the next.

Fraudulent Bidders: Once buyers are interested in participating in an auction event, Proxibid®'s proprietary risk management tool, MarketGuard™, evaluates and filters potential threats, helping ensure a successful transaction between buyer and seller. Proxibid®'s MarketGuard™ fraud protection tool provides tier 4 bank-level protection, which allows bidders to provide “know your customer” information, complete OFAC checks, and a large number of other evaluation points. Proxibid®'s fraud prevention tools also monitor the bidding environment to detect potential malicious activity to help ensure all bidding activity is reliable. Proxibid® keeps copious records of all bidder activity in the marketplace. If a bidder has defaulted in past auctions, that bidder will not pass the requirements to be admitted to bid in City of Panama City Beach’s auctions.

IT Backup and Storage: As part of normal operations, all systems and data stored on Proxibid®'s network are being backed up on tapes every evening. These tapes are stored on 20-day rotations and a copy is stored off site every week in a storage facility managed by an outside storage company.

IT Continuity: Proxibid®'s online bidding platform environment utilizes a high amount of redundancy, and there are alternatives for each functional part of the infrastructure so that no single issue or event can take down the Company's online service, from Proxibid®'s network and Internet service provider, to its firewalls, servers and data storage.

Proxibid®/Proxibid® bidding systems:
- Maintain Enterprise-level infrastructure and support for Proxibid®'s data center and technology solutions.
- Maintain up time of the platform at more than 99.9%.
- All relevant components within the data center are redundant to both Dallas and Chicago.
- Most redundant components within the data center have automatic fail-over or are used in parallel.
- Redundancy and automation solutions include network, servers, databases, data storage as well as support systems such as power, cooling and backup generators.
- Maintain redundant data centers in geographically diverse cities.
- Ability to fail over from one data center to the other within minutes.
- Multiple Internet carriers supporting data center connectivity.
- Maintain similar Enterprise-level infrastructure at our office location, minimizing risk to our local network, phone system and other resource supporting the business services and products.
- Data center partner maintains a robust staffing model 24x7.
- Data center partner operates as an extension of our in house technology infrastructure team, ensuring the best possible support around the clock.
- Data center partner maintains industry standard compliances such as PCI and SAS70 Type II.

CONSENT
AGENDA ITEM #
WEBPAGE SAMPLES & AUCTION VISIBILITY

At Global Auction Services, auctions conducted for the City of Panama City Beach can be visible on webpages in at least 3 locations.

First, if utilizing the ongoing-online auction option, the City of Panama City Beach will have its own Auction Webpage, branded with the City's logo, in the City's color scheme, on the Global Auction Services platform, where potential buyers can view the City's auction catalogs, register on the City's auction email list and find links to online bidding for the City's auctions. To accomplish this, Global Auction Services must have permission to use the City's logo and website graphics solely for the development of the City's webpage and in its marketing efforts for the City's sales. When Global Auction Services or the City of Panama City Beach drives traffic to the City's Auction Webpage, potential buyers will only see sales for the City of Panama City Beach and not the sales of others with similar items. Example of a branded online auction webpage:

The Escambia County School District: This auction webpage, hosted on the Global Auction Services domain, features the logo and colors of the Escambia County School District. The webpage can be located at http://www.escambia121.globalauctionserv.com. Please note, the email list signup on the left side of the page is for the Escambia County School District email list. This list is used to promote the Escambia County School District auctions. The notice at the top center of the white portion of the page is required by the School District. Requirements like this notice can easily be handled. The remainder of the white portion of the page is a blog with articles about each auction. Other information important to the School District can also be blogged there. On the right side of the screen there is a button under "Place Your Bids Now" that takes potential bidders to the "Auctions" page for the School District. The "Auctions" button at the top of the page (under the logo) will take potential bidders to the same page.
On the "Auctions" page, http://www.escambia12fl.globalauctionserv.com/index.php/auctions, you will notice sections for both CURRENT AUCTIONS and PAST AUCTIONS. Past auctions are archived to provide full transparency of all sales conducted for the School District through the auction webpage on the Global Auction Services platform. Clicking on any past auction will allow website visitors to see the results of that auction. Pictures are maintained on the auction bidding platform for several weeks, however the written documentation remains as an archive. By clicking on any current auction, potential bidders are taken directly to the catalog and auction bidding platform page for that auction on the Global Auction Services page of Proxibid.com.
By clicking on the current auction on the Escambia County School District Auction Page pictured above, a potential bidder would be taken directly to the auction catalog and online bidding for that auction on the Global Auction Services page on the Proxibid.com online marketplace, https://globalauctionserv.proxibid.com/asp/Catalog.asp?aid=87408. First, please note that the picture of the webpage below was taken shortly after the auction was posted on the online bidding platform. As you can see, there is a section on the page for Information & Special Terms. This is where the terms of the auction sale are listed. Below the Information & Special Terms section, potential bidders can scroll through a catalog of all items in the auction. Each item is listed on this page with its primary photo, description, current high bid, and time left to bid.
By clicking the "Enter a maximum bid" link, bidders can place a maximum bid for the item chosen. The Proxibid® platform will then competitively bid on the bidder’s behalf, following the bidding increments for the auction, up to the maximum bid placed. Therefore, bidders can place their highest bid and not have to be constantly monitoring the auction.

18 Days 17 Hours Left to Bid
High Bid: $1.00
By: ***-***
Enter new bid
of: ***-***

Also, please note that complete screen names are not disclosed on the Proxibid® platform, preventing bidders from easily identifying each other and thereby reducing or eliminating bidder collusion while identifying that the bid is from a real bidder. When a potential bidder presses the "Bid Now" or "Place Bid" buttons, they are taken to a page asking them to either login to the Proxibid® Marketplace, or if they are new to Proxibid®, to sign up.

proxibid
Buyer login
Once a bidder registers with Proxibid®, they no longer have to go through the registration process. They just log into their account. However, if a potential bidder is new to the Proxibid® Marketplace, they would simply click the “Sign up” button, and enter some basic information, shipping information, and billing information. Behind the scenes, Proxibid®’s anti-fraud tool, MarketGuard™ runs the bidder through an approval process to ensure the buyer has the wherewithal to pay for the items and is a good candidate to bid in your auction. This process is seamless to the bidder.
From the auction catalog and online bidding page, a potential bidder can click on any item or lot of items and see additional photos and links to videos or additional information, along with the detailed description of the item or lot. By scrolling down this page, once again potential bidders are given the Information & Special Terms for the auction.

By utilizing branded online auction webpages, Global Auction Services’ clients are able to direct internet traffic to a landing page where information can be disseminated and potential bidders can register for email blasts that are client specific. Further, following links from a client's branded online auction webpage will take potential bidders directly to the client’s auctions. This reduces the potential for the client to inadvertently send its own bidders to competing auctions, by linking its own webpage to a general page that includes the auctions of other sellers.
The second location where the City of Panama City Beach’s Auctions will be visible is on the main webpage for Global Auction Services, http://globalauctionservices.com/. As visitors browse the Global Auction Services page, they will see the City of Panama City Beach’s auctions announced in the blog, just as the Escambia County School District Auction is announced in the picture below.

If a potential bidder clicks the button below “Place Your Bids Now!” or clicks “View All Clients Auctions” they will be taken to the Global Auction Services page on Proxibid.com, https://globalauctionserv.proxibid.com/asp/AuctionsByCompany.asp?ahid=7589. Here, all current Global Auction Services auctions are listed.
Therefore, potential bidders who were not directed to the City of Panama City Beach's branded auction page through a link from the State's, the City's, or the Division's webpage, from an email blast disseminated on behalf of the City, or from direct advertising for an auction being conducted by the City, and who are browsing the Global Auction Services webpage, will also see the City's auctions listed.

Third, Proxibid®'s more than 1.4 million registered users will see the City of Panama City Beach's auctions when browsing Proxibid.com. Proxibid®'s users can browse auctions by auction category: Art, Antiques & Collectibles; Benefit & Charity; Coins & Currency; Commercial & Industrial; Commercial Trucks; Computers & Electronics; Equine & Livestock; Estate & Personal Property; Farm Machinery & Implements; Fine Art & Rare Memorabilia; Firearms & Military Artifacts; Heavy Construction Equipment; Jewelry, Gemstones & Watches; Real Estate; and Vehicles, Collector Cars & Marine. Users can also browse auctions by: Today's Events, Live Auctions, Timed Events, Instant Purchases, Companies, Location, and Date. Finally, users can search for specific items using the search tool.

Having the City of Panama City Beach's auctions listed in all three locations allows the City to confidently send its bidders to its branded online auction page to view its auctions directly, while having additional bidders funneled to its auctions by Global Auction Services and Proxibid®.

Auctions can be placed in a "Preview" mode on Proxibid.com for two weeks prior to opening the bidding. However, in most cases it is more advantageous to simply open the bidding for any length of time desired by the City of Panama City Beach. Global Auction Services recommends having online only auctions open for at least two weeks. For live auctions with real-time simultaneous online bidding, bidding would be open for pre-bidding prior to the auction, typically for two weeks. This allows items to gain momentum prior to auction day.
State of Florida
Department of State

I certify from the records of this office that AARON JOSEPH & COMPANY LLC, is a limited liability company organized under the laws of the State of Florida, filed on December 5, 2008, effective December 1, 2008.

The document number of this company is L00909111559.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on March 24, 2014, and its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of March, 2011.

[Signature]
Secretary of State

Authentication ID: 015714622561

To authenticate this certificate, visit the following website: this ID, and then follow the instructions displayed:

https://files.sos.state.fl.us/
**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA BOARD OF AUCTIONEERS**

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The AUCTION BUSINESS

Named below IS LICENSED

Under the provisions of Chapter 468 FS.

Expiration date: NOV 30, 2015

AARON JOSEPH & COMPANY LLC

GLOBAL AUCTION SERVICES

200 JOHN KNOX ROAD

TALLAHASSEE FL 32303

ISSUED: 11/10/2013  SEQ # L1311100001842

DISPLAY AS REQUIRED BY LAW

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The AUCTIONEER

Named below IS LICENSED

Under the provisions of Chapter 468 FS.

Expiration date: NOV 30, 2015

KIKTA, JOSEPH F

200 JOHN KNOX RD

TALLAHASSEE FL 32303

ISSUED: 11/07/2013  SEQ # L1311070001557

DISPLAY AS REQUIRED BY LAW

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The AUCTIONEER

Named below IS LICENSED

Under the provisions of Chapter 468 FS.

Expiration date: NOV 30, 2015

BUTIRRO, JEFFREY THOMAS

200 JOHN KNOX RD

TALLAHASSEE FL 32303

ISSUED: 11/10/2013  SEQ # L1311100001820

DISPLAY AS REQUIRED BY LAW

CONSENT

AGENDA ITEM #
Auction Services “Made Easy” at every step.....

Email & Direct Mail

Chambers of Commerce

Radio, TV, News
Print
Press Coverage

Facebook, Twitter,
Tumbler, Blogs,
Flicker, Youtube,
Search Engines, etc.

City of Panama City
Beach, Florida
dedicated Webpage with
Catalog, Email, and a
Global reach.

City of Panama City
Beach Websites

Photograph,
Catalog, &
Upload Items

Auction in Proxibid ®
Marketplace

Proxibid ® Marketplace Buyers

Pick-up by Buyer
after full payment

Funds Collected

Sales Tax Paid

Global Auction
Services Paid

City of Panama City Beach Paid

Funds in Escrow

CONSENT
AGENDA ITEM #
Form of Proposal

- A brief description of your firm, including history and areas of particular expertise.

  The Global Auction Services Brand was established by Aaron Joseph & Company, LLC specifically to handle surplus assets for governmental entities such as Cities, Counties, States, and School Boards, property room and impound assets for Police Departments and Sheriff's Offices, as well as assets for businesses and financial institutions that have ongoing asset sales needs. Global Auction Services specializes in Ongoing-online auctions, Live Auction Events and Live Auction Events with simultaneous, real-time online bidding. Global Auction Services has governmental clients in Florida and Georgia.

- Three (3) project references. Give name, address and phone number of client representatives for at least three (3) projects you have completed which you consider closely related to ours.

  Ray Williams, Director of Operations
  Revenue Recovery Solutions, Inc.
  323 10th Avenue W, STE 300
  Palmetto, FL 34221
  rwwilliams@revenuerecovery.net
  941-328-8944 / 941-722-8209
  Live and Online Auctions for Tangible Personal Property Tax Recovery, for Tax Collectors across north Florida

  Toney Blackmon, Business Manager
  DeKalb County Georgia School District
  1780 Montreal RD
  Tucker, GA 30084
  toney_blackmon@dekalbschoolsga.org
  678-676-1476 / 678-676-1559
  Online Auctions of Surplus School Board Property

  Zan Fedorak, Purchasing Manager
  Okaloosa County Florida, Board of County Commissioners
  602C North Pearl ST
  Crestview, Florida 32536
  zfedorak@co.okaloosa.fl.us
  850-699-5960
  Online Auctions of Surplus County Property

- Identify proposed sub consultants, if any. Include resumes and project lists for team members for each sub consultant.

  Please see information regarding Proxibid® included in this proposal.

- Include a copy of general liability insurance for your firm.

  Please see attached.

- Include a detailed auction plan, including advertising method, approximate time frame to prepare for the auction, and a financial proposal that includes all direct expenses, charges to the City and a revenue formula.

  Please see this proposal for advertising methods. If legal/newspaper advertising is required for auctions conducted on behalf of the City of Panama City Beach, the cost of such advertisements would be an additional expense to the auction proceeds. Ideally, all auction preparations would be complete one month prior to a live auction event to allow ample time for advertising. Such preparations include:
Cataloging and Photographing items for sale The time necessary for the cataloging and photography process varies based on the number and types of items to be sold.

- Follow Florida State Statutes Chapter 468, Miscellaneous Professions and Occupations, specifically Part VI – Auctioneers, (s.s. 468.381 – 468.399).

  All Global Auction Services Auctions and Methods fully comply with Chapter 468 FS.

- Provide copies of the Auction Business License and the licenses of the auctioneers for said business.

  Please see copies of licenses attached.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MMDY/YYYY):** 11/06/2014

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

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

**PRODUCER:**
Brad Burns Insurance  
2069 North Monroe Street  
Tallahassee, FL 32303

**INSDURED:**
Aaron Joseph & Company LLC, dba Aaron Joseph Company  
206 John Knox Road  
Tallahassee, FL 32303

**PRODUCER:** Mugglin, Craig  
Brad Burns Insurance  
(850) 385-6500  
Brad@BradBurnsIns.com

**INSURER(S) AFFORDING COVERAGE:**
- **INSURER A:** Retail First Insurance Company  
- **INSURER B:** Aaron Joseph & Company LLC, dba Aaron Joseph Company  
- **INSURER C:**  
- **INSURER D:**  
- **INSURER E:**  
- **INSURER F:**

**COVERAGES CERTIFICATE NUMBER:** 520-47746  
**REVISION NUMBER:**

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

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space Is required):**

**CERTIFICATE HOLDER:**
State of Florida, Department of Financial Resources  
Division of Rehabilitation & Liquidation  
2020 Capitol Circle SE, Alexander Building, Ste 310  
Tallahassee, FL 32301

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

**AUTHORIZED REPRESENTATION:**

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)  
The ACORD name and logo are registered marks of ACORD

CONSENT  
AGENDA ITEM #
CERTIFICATE OF LIABILITY INSURANCE

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

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PRODUCER
Hendrickson Insurance Services, Inc.
1230 North Adams Street
Tallahassee, FL 32303
License #: L051931

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
State of Florida, Department of Financial Services
Division of Rehabilitation & Liquidation
2020 Capital Circle S. E.
Alexander Building Suite 310
Tallahassee, FL 32301

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
Attn: Panama City Beach Police Department,

Our proposal is as follows:

1. Create a catalog for bidders with complete description of the items to be sold.
2. Register all participants the day of the auction.
3. Post pictures on our website and other online auction sites.
4. Advertise the auction event according to State Law (local paper) and provide a copy.
5. We will invoice all successful bidders and collect sales tax for the personal property sold.
6. We will provide all that is needed to conduct and conclude the Live Auction event.

Our bid offer will be the same as we charge our local cities and Police Departments.

0% for the Panama City Beach Police Department.
10% for the Buyer's Premium.

Please keep in mind there are no charges for our services, nor any other expenses of any kind. Your City will collect the full hammer price of the items sold.

We will provide a detailed report the following day of the Auction, and a check within 7 days preceding the sale.

Thank you,

Armando Perera
Owner/Auctioneer
CONSENT AGENDA

ITEM #5,

RESOLUTION 15-46
RESOLUTION 15-46

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Bay Dodge Chrysler Jeep, relating to the purchase of one (1) 2015 Dodge Charger for the Police Department, in an amount not to exceed Twenty-Four Thousand Eight Hundred Seventy-Nine Dollars and Fifty Cents ($24,879.50), 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 8th day of January, 2015.

CITY OF PANAMA CITY BEACH

By: ________________________
   Gayle F. Oberst, Mayor

ATTEST:

__________________________
Jo Smith, Deputy City Clerk
To: Mario Gisbert, City Manager

From: Drew R. Whitman, Chief of Police

Date: December 31, 2014

Topic: City Council Consent Agenda Item - Vehicle purchase

I would like to respectfully request the following item be placed on the consent agenda for the upcoming City Council meeting on Thursday, January 8, 2015, for their consideration:

I would like the approval of the City Council to purchase one (1) 2015 Police Dodge Charger for investigations. If you recall, back in October we advertised bids for eight (8) vehicles and received two replies. We have already purchased seven (7) of the vehicles from Bay Dodge and now I am requesting we purchase the last vehicle from Bay Dodge. The total amount for the vehicle is $24,879.50. The reason we purchased the first seven in October was because they were not going to start production on the Dodge Chargers until January, 2015, so we went with 2014 Chargers so they would be on line prior to Spring Break. I have attached the supporting documentation for your review.

Thank you for your time and consideration in this request.

Respectfully,

Drew R. Whitman
Chief of Police

cc: City Council members
Jo Smith
Holly White
To: Mario Gisbert, City Manager

From: Drew R. Whitman, Chief of Police

Date: October 17, 2014

Topic: City Council Consent Agenda Item - Vehicle purchase

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

I would like to respectfully request the following item be placed on the consent agenda for the upcoming City Council meeting on Thursday, October 23, for their consideration:

I would like the approval of the City Council to purchase eight (8) 2015 Police Dodge Chargers, seven (7) for patrol, and one (1) for investigations. We advertised for bids for the vehicles and received two bids, please see attached documentation. I would recommend we approve the bid from Bay Dodge, they are a local company and came in $75 lower than Garber Dodge. The total amount for all eight (8) vehicles will be $193,863.00. Three of these vehicles will be paid out of the Police Impact Fees.

Thank you for your time and consideration in this request.

Respectfully,

Drew R. Whitman
Chief of Police

cc: City Council members
Jo Smith
Holly White
October 15, 2014

Chief Drew Whitman

RE: New Cars

We have received two bids for the 8 new Dodge Chargers. The two dealerships were Bay Dodge (Panama City) and Garber Dodge (Green Cove Springs, Fl.). Each were very competitive with pricing and the following is what each dealership has bid:

(8) Dodge Chargers (7 Patrol and 1 Admin)

Bay Dodge $193,863.00

Garber Dodge $193,938.00

As you can see the prices are very similar. However, Bay Dodge is a little cheaper and are located locally. I would recommend we use Bay Dodge due to the fact they are the lowest quote we received and are located locally.

Captain Wayne Maddox
Patrol Division Commander

"Dedicated to Excellence"
RE: Re[2]: 2015 Dodge Charger Police package quote

From: tomspencer@baycars.com
To: Wmaddox <wmaddox@beachpolice.org>

Dear Wayne,

When I do the math on this, $24,140.50 x 7 comes out to $168,983.50, and then adding the admin unit at $24,879.50, the grand total comes out to $193,863.00. I figured out the mistake, I was using "$24,150.50" instead of "$24,140.50", which explains the discrepancy in the total. So, yes, $193,863.00 is the correct total figure. Again, I apologize for the confusion, I think we are on the same page now.

Sincerely,

Thomas Spencer
Internet Sales Manager & Fleet Specialist
Bay Dodge Chrysler Jeep
636 W 15th St
Panama City, Fl 32401
850.785.1591 ext 470
850.624.4230 cell
tomspencer@baycars.com

-------- Original Message --------
Subject: Re[2]: 2015 Dodge Charger Police package quote
From: Wmaddox <wmaddox@beachpolice.org>
Date: Wed, October 15, 2014 8:29 am
To: tomspencer@baycars.com

Tom the price quoted from the original is $24,140.50 for the patrol package. It should calculate to $168,983.50. Is this the correct quote? Please confirm.

Captain Wayne Maddox
Patrol Division Commander
Panama City Beach Police Department
(850)233-5000

Please Note: "Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

-------- Original Message --------
From: tomspencer@baycars.com
To: Wmaddox <wmaddox@beachpolice.org>
Date: 10/15/14 10:22

http://mail.beachpolice.org/webmail/
Subject: RE: 2015 Dodge Charger Police package quote

Dear Wayne,

In reference to our conversation of 10/15/14, you were correct, and there was a mathematical error on my part. Thank you for pointing that out to me.

The corrected numbers stand as follows: Patrol units, $24,150.50 x 7 = $169,053.50, + Admin Unit, $24,879.50, = $193,933.00.

I look forward to hearing back from you once you present this to the council, and getting these vehicles ordered for you. Thank you again.

Sincerely,

Thomas Spencer
Internet Sales Manager & Fleet Specialist
Bay Dodge Chrysler Jeep
636 W 15th St
Panama City, Fl 32401
850.785.1591 ext 460
850.624.4230 cell
tomspencer@baycars.com

-------- Original Message --------
Subject: RE: 2015 Dodge Charger Police package quote
From: <tomspencer@baycars.com>
Date: Fri, October 10, 2014 9:01 am
To: "Wmaddox" <wmaddox@beachpolice.org>

Dear Wayne,

Per your request, the adjusted figure for the patrol units will be $24,140.50, x 7 = $175,983.50, plus the admin unit @ $24,879.50, for a total of $200,963.00.

Thanks for your business!

Thomas Spencer
Internet Sales Manager & Fleet Specialist
Bay Dodge Chrysler Jeep
636 W 15th St
Panama City, Fl 32401
850.785.1591 ext 470
850.624.4230 cell
tomspencer@baycars.com
We only need a spotlight on the driver side. Please adjust and resend. Thanks.

Captain Wayne Maddox
Patrol Division Commander
Panama City Beach Police Department
(850)233-5000

Please Note: "Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

-----Original Message-----
From: tomspencer@baycars.com
To: wmaddox@beachpolice.org
Date: 10/10/14 09:48
Subject: 2015 Dodge Charger Police package quote

Dear Wayne,

Here is the information you have asked me for. For the Admin unit, 29A package, Street Appearance Package, HD Cloth front & rear seats, you will be at a cost of $24,879.50. For the Patrol units, 29A Package, left & right spotlights, rubber floor mats, front cloth bucket seats/rear vinyl bench seat, bright white paint, your cost will be $25,021.50 per unit, or $200,030.00 for all seven units you have requested.

Please give me a call, or email me back, and let me know whether or not to go ahead & order these for the department. We are dealing with a very small window of opportunity to order them. I look forward to hearing back from you soon, and I thank you for your business.

Sincerely,

Thomas Spencer
Internet Sales Manager & Fleet Specialist
Bay Dodge Chrysler Jeep
636 W 15th St
Panama City, Fl 32401
850.785.1591 ext 470
850.624.4230 cell
tomspencer@baycars.com
Panama City Beach – “Police Department Vehicles”

by

Garber Chrysler Dodge Jeep Ram Truck
Dealer 68676
Ryan Davis, Fleet Sales
3408 Hwy 17
Green Cove Springs, FL 32043
Ofc – (904) 264-2442 ext. 2350
Fax – (904) 284-0054
Cell – (904) 476-2155
rdavis@garberautomall.com

For the Purchase of Seven (7) Patrol and One (1) Administration 2015 Dodge Charger(s) Police RWD for the Police Department.

Total Bid Price : $193,938.00
### Panama City Beach - "Police Department Vehicles"

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**TOTAL PURCHASE AMOUNT PER VEHICLE**

| Total x7 Units: | $169,372.00 |

---

**Base Price**

**2015 Dodge Charger RWD 4dr Sedan**

$24,195.00

---

Garber Chrysler Dodge Jeep Ram Truck

Ryan Davis

(904) 264-2442 ext.2350 FAX: (904) 284-0054

3340 Hwy 17 Green Cove Springs, FL 32043

rdavis@garberrautomall.com
### Configuration Preview

**GARBER CHRYSLER DODGE JEEP, INC.**

3408 HIGHWAY 17  
GREEN COVE SPRINGS, FL 320439306

---

**Vehicle:** 2018 (LDDE48)

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**Model:**

- **Package:**
  - 29A: Customer Preferred Package 29A
  - EZH: 5.7L V8 HEMI MDS VVT Engine
  - DGJ: 5-Speed Auto W6A580 Transmission

**Paint/Seal/Trim:**

- PWM: Bright White Clear Coat
- APA: Monochrome Paint
- *X6: HD Cloth Bucket Seats w/Vinyl Rear
- -X9: Black

**Options:**

- 4DH: Prepaid Holdback
- 4ES: Delivery Allowance Credit
- MAF: Matte Blk Ortle-Matte Blk Xhairs
- XFX: Equipment Mounting Brackets
- LNF: Black Left Spot Lamp
- 4FM: Fleet Option Editor
- 4FT: Fleet Sales Order
- 166: Zone 65-Orlando
- 4EA: Sold Vehicle

**Non Equipment:**

- 4FA: Special Bid-Ineligible For Incentive

**Bid Number:** TB5058

**Discounts:**

- YGF: 8 Additional Gallons of Gas

**Destination Fees:**

- 995

**Total Price:** 34,625

---

**Order Type:** Fleet  
**Scheduling Priority:** 1 - Sold Order  
**Customer Name:**  
**Customer Address:**  
**Build Priority:** 99

---

**Notes:**

- This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.
## Panama City Beach - "Police Department Vehicles"

### 2015 Dodge Charger RWD 4dr Sedan

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**Total Purchase Amount Per Vehicle**

$24,566.00
GARBER CHRYSLER DODGE JEEP, INC.
3408 HIGHWAY 17
GREEN COVE SPRINGS, FL 32043

Configuration Preview

Date Printed: 2014-10-14 9:04 AM
Estimated Ship Date: 

VIN: VDN: 

Status: BA - Pending order
FAN 1: 48919 STATE OF FLORIDA

Sold to: Ship to: 

GARBER CHRYSLER DODGE JEEP, INC. (68676) GARBER CHRYSLER DODGE JEEP, INC. (68676)
3408 HIGHWAY 17 3408 HIGHWAY 17
GREEN COVE SPRINGS, FL 32043-9306 GREEN COVE SPRINGS, FL 32043-9306

Vehicle: 2015 (LDDE48)

<table>
<thead>
<tr>
<th>Sales Code</th>
<th>Description</th>
<th>MSRP(USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LDDE48</td>
<td>Customer Preferred Package 29A</td>
<td>31,070</td>
</tr>
<tr>
<td>29A</td>
<td>5.7L V8 HEMI MDS VVT Engine</td>
<td>2,230</td>
</tr>
<tr>
<td>EZH</td>
<td>5-Speed Auto W5A580 Transmission</td>
<td>0</td>
</tr>
<tr>
<td>DGJ</td>
<td>Paint/Seating/Trim</td>
<td>0</td>
</tr>
<tr>
<td>PSC</td>
<td>Billet Silver Metallic Clear Coat</td>
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</tr>
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<td>APA</td>
<td>Monochrome Paint</td>
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<tr>
<td>*CB</td>
<td>HD Cloth Bucket &amp; Rear Bench Seats</td>
<td>0</td>
</tr>
<tr>
<td>-X9</td>
<td>Black</td>
<td>0</td>
</tr>
<tr>
<td>4DH</td>
<td>Options</td>
<td>0</td>
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<tr>
<td>4ES</td>
<td>Delivery Allowance Credit</td>
<td>0</td>
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<tr>
<td>MAF</td>
<td>Fleet Option Editor</td>
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<td>AEB</td>
<td>Fleet Sales Order</td>
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</tr>
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<td>166</td>
<td>Zone 66-Orlando</td>
<td>0</td>
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<tr>
<td>4EA</td>
<td>Sold Vehicle</td>
<td>0</td>
</tr>
<tr>
<td>4FA</td>
<td>Non Equipment</td>
<td>0</td>
</tr>
<tr>
<td>TB5058</td>
<td>Special Bid-Ineligible For Incentive</td>
<td>0</td>
</tr>
<tr>
<td>YGF</td>
<td>Government Incentives</td>
<td>0</td>
</tr>
<tr>
<td>995</td>
<td>Discounts</td>
<td>0</td>
</tr>
<tr>
<td>8 Additional Gallons of Gas</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

Total Price: 30,670

Order Type: Fleet
Scheduling Priority: 1 - Sold Order
Customer Name: 
Customer Address: 

Instructions:

Note: This is not an Invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.
REGULAR AGENDA

ITEM #1,

BOYS & GIRLS CLUB
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Sarah Elbana

HAS GIVEN EXCEPTIONAL SERVICE
TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

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

Presented this 8th of January, 2015

MAYOR GAYLE F. OBERST
REGULAR AGENDA

ITEM #2,

ORDINANCE 1329
ORDINANCE NO. 1329

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

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

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

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

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

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Setback</th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>O minimum</td>
<td>0 minimum</td>
<td>10 minimum</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Interior Lot Side Setback (feet)</td>
<td>Story 1-2 Story</td>
<td>5 minimum</td>
<td>5 minimum</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story building south of Front Beach or South Thomas</td>
<td>7.5 minimum</td>
<td>7.5 minimum</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 3</td>
<td>10 minimum</td>
<td>0 minimum</td>
<td>0 maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story building south of Front Beach or South Thomas</td>
<td>10 minimum</td>
<td>10 minimum</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 4</td>
<td>10 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story building south of Front Beach or South Thomas</td>
<td>15 minimum</td>
<td>15 minimum</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5+</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5+ South of Front Beach or South Thomas</td>
<td>NA</td>
<td>20 minimum</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Rear Setback (feet)</td>
<td>All stories</td>
<td>5 minimum</td>
<td>1 DLP or 25 min. if no FDEP</td>
<td>25 minimum</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

CITY OF PANAMA CITY BEACH

ATTEST: By __________________________
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

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

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA

ITEM #3,

ORDINANCE 1330
ORDINANCE NO. 1330

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

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

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

5.07.00 SIGN CODE

5.07.01 Definitions and Short Title.

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

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

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

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

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

CITY OF PANAMA CITY BEACH

ATTEST: By ______________________
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED in ____________ on the ___day of _______ , 2014.
POSTED on pcbgov.com on the ___day ________, 2014.

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA

ITEM #4,

ORDINANCE 1331
ORDINANCE NO. 1331

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

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

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

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

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

4.04.00 TRANSPORTATION SYSTEM STANDARDS

4.04.01 Access Management.

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

B. Access Standards and Permitting. The following standards shall apply to all Driveways or Access points from a Lot or Parcel onto a public Street:
1. No privately owned, constructed, financed or controlled Driveway Connection shall be constructed, repaired or modified in any way unless a permit therefore shall have been issued by the City upon submission of plans and specifications sufficient to demonstrate compliance with this law and payment of a permit fee. Except for a driveway connection serving four (4) or fewer residential units, the plans and specifications submitted to the City shall be sealed and certified by an engineer registered and licensed to practice in the State of Florida to conform in all material respects with the standards specified in this section.

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

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

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

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

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

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

   Table 4.04.01.A: Maximum Number of Access Points

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

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

5. No point of Access shall be allowed within forty (40) feet of the Intersection of the right-of-way lines of any public Street.
6. **Access ways or Driveways** for **Corner Lots** shall be located on the **Street** with the lower functional classification.

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

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

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

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

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

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

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

...  

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

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

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

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

CITY OF PANAMA CITY BEACH

ATTEST: By ______________________
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED in ____________ on the ___ day of ______, 2014.
POSTED on pchgov.com on the ___ day __________, 2014.

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA

ITEM #5,

ORDINANCE 1332
ORDINANCE NO. 1332

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

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

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

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

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

[rest of page intentionally left blank]
Table 4.02.02.C: Site Design Standards for Lots

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

1 “Lot coverage” includes principal and Accessory Structures, but not parking or other paved surfaces.
2 “Impervious Surface” includes all Buildings, pavements and other Impervious Surfaces.
3 “Unit” refers to the number of Dwelling Units within one Building.
4 “A” means that the standard Development requires a minimum Lot of ten (10) acres (435,600 square feet) and a minimum Lot width of five-hundred (500) feet. Where cluster Development is proposed, the minimum Lot area is 21,780 square feet and the minimum Lot width is 100 feet.

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

Ord. 1332
Page 2 of 3
to the extent of such conflict.

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

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

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

CITY OF PANAMA CITY BEACH

ATTEST:

By __________________________
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED in _____________ on the ___ day of _______, 2014.
POSTED on pcbgov.com on the ___ day _________, 2014.

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA

ITEM #6,

ORDINANCE 1334
ORDINANCE NO. 1334

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

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

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

5.02.03 Fences and Walls

A. Site design standards for all fences

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

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

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

4. The front Lot Line fence may be extended along or parallel to the side Lot Lines up to a line extended from the front face of a lawfully permitted principal Building, parallel to the front Lot Line and may cross the Side Yards and tie into the front face of the principal Building.
5. No fence otherwise permitted by this section may be constructed or situated so as to obstruct the field of view at any Intersection and thereby create a danger for drivers or pedestrians.

6. A fence or wall required by law shall not be subject to the height limitations of this section.

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

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

9. Fences must at all times be in good repair as defined by the following standards:
   (a) fences must be in a vertical position;
   (b) rotten boards must be replaced;
   (c) support posts or footers must be solidly attached to the ground;
   (d) fence stringers must be securely attached to the support posts and fence stringer;
   (e) each fence must be securely attached to the support posts and fence stringer;
   (f) fence or wall surfaces must be painted, stained, treated or otherwise maintained so as to present a uniform appearance and to prevent glare or other nuisance to surrounding properties.

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

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

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

7.02.03 Front Beach Road Overlay Districts

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

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

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

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

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

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

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

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

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

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

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

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

Notes:
1: d = distance measured in feet
2: < = is less than
3: ≤ = is less than or equal to
4: ≥ = is greater than or equal to

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

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

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

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

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

(e) At least fifty (50) percent of the wall surface between two (2) and seven (7) feet above the **Average Grade** of the **Front Yard** shall be glazed and shall have a minimum transparency of seventy (70) percent.
(f) Other than furniture for dining areas and outdoor displays subject to conditional Use
approval, Front Yard improvements shall be limited to seating, decorative waste
receptacles, fountains, water features and landscaping.

6. **Maintenance.** The ultimate owner of the Front Yard shall be responsible for raising all
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.

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

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

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

SECTION 5. This Ordinance shall take effect immediately upon passage.
PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of
the City of Panama City Beach, Florida, this ___ day of ____________, 2014.

CITY OF PANAMA CITY BEACH

ATTEST:

By __________________________
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED in ________________ on the ___ day of ________, 2014.

POSTED on pcbgov.com on the ___ day ________, 2014.

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA

ITEM #7,

ORDINANCE 1337
MEMORANDUM

To: City Council
From: Mario Gisbert, City Manager
Subject: Scooter Ordinance, Ordinance 1337
Date: December 29, 2014

The City of Panama City Beach has legislatively balanced our visitors’ enjoyment of rented scooters against various excesses of this recreational industry for many years. Every few years a new challenge arises. This year the challenge was not of the industry’s making. It was essentially a dramatic increase in the number of scooters and scooter businesses coupled with the rapid growth of other businesses and traffic in the city. That’s a good thing, but did create new safety issues. In short, for the first time the City was required to focus on ways to modify the behavior of the scooter renters operating out in the street if anything was to be done.

This most recent legislative chapter in the long story was not simple or streamlined. The current regulation evolved over a number of months through numerous public hearings and several changed ordinances. In the end, I am comfortable that you have settled into as good and strong a place as state law will allow, but I also believe that it would be helpful to restate the current law in one, clean version prefaced by all that you heard, considered and found to be the facts that make the new regulations necessary.

Also, I am pleased to report that in the final weeks of the season, the vest and brochure requirement did make a real difference and your staff continues to believe that the flags are not necessary at this time. I suspect you have personally observed the same thing.

Attached is the ordinance for your consideration and adoption after this one, last public hearing. Staff will summarize and repeat the facts that we ask you to consider again, in concert, to enact this entire law in one consolidated package. Although the recitals are a repeat of the evidence you have heard across the many hearings already held, please review them again before the meeting and, if you choose to continue this law, do so on the basis of those recitals with any changes you feel are needed after the hearing.

Should you have any questions or comments, please do not hesitate to contact the Chief or me.
ORDINANCE NO. 1337

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

WITNESSETH:

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

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

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

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

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

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

WHEREAS, for many years the City has required that individual, rented scooters be registered and distinctively marked and each council member is capable of recognizing a rented scooter in operation and is from his or her personal observation is familiar with their operation in the streets of the island; and

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

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

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

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

WHEREAS, the City Council finds that rented scooters serve as a valuable amusement for tourists on Panama City Beach and contribute to the fact that Panama City Beach truly is a
"Real. Fun. Beach;" and

WHEREAS, based upon traffic and accident analysis of its staff, the Council also finds, however, that the operation of rented scooters poses a danger to the operators, and in the long run, to the tourism economy of Panama City Beach as a leisure destination because:

- Rented scooters are so popular that their sheer numbers are increasing, while at the same time the beach community is experiencing rapid residential, accommodation and retail growth that is placing ever increasing numbers of vehicles on the limited number of roads within the City; in short the City roads do not have as much room for rented scooter operators to "play in the road" as they once did.
- Rented scooters fall down far more than owner operated or even rented motorcycles, in part because they have small diameter tires with less stabilizing centrifugal force than motorcycles and in a sharp turn tend to fall over or drop, especially if an inexperienced or surprised rider on the rear fails to anticipate and lean into the turn and allows himself or herself to lean to the outside of the turn; and
- The actions of the operators of rented scooters too often demonstrate that they have become so enthralled with the fun of the ride that they have forgotten that they are operating a motor vehicle in traffic.
- Although City residents have learned to anticipate the erratic operation of rented scooters on the road, the many, many visitors who operate their cars on Panama City Beach do not have the benefit of that experience.
- Each summer season the automobiles of numerous visitors are damaged, many only slightly but still damaged, by "fender-bender" collisions with at-fault, rented motor scooters; and
- In 2014 two marked Panama City Beach Police cruisers were hit by at-fault, rented motor scooters in separate accidents damaging the vehicles and causing minor injuries to the operators.
- Rented scooter operators literally play in the road on Panama City Beach.
- In the long run, failure to restrain and normalize the operation of rented scooters will adversely affect tourism and the economy of Panama City Beach by giving visitors the impression that the City cannot control its traffic and sending visitors home with
dented cars and trucks, regardless of who pays for the repairs.

• The City does not have the resources to police or baby-sit all the many operators of rented scooters now on the roads in the City; and

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

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

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

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

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

WHEREAS, the City finds that uninsured scooters create a burden upon visitors whose vehicles are damaged, and threaten to tarnish the reputation of Panama City Beach as a responsible vacation destination because visitors whose vehicles are hit by a scooter are unable to return home and repair the damage at an insurer’s expense; instead they must either seek recovery long distance from the Panama City Beach scooter rental business, file a claim with their own compensation carrier (and suffer the deductible) or simply pay for the repair out of pocket:
WHEREAS, the City Council has found that the City must assist these persons, not only because it is the right thing to do since they are here only a short time, but also in order to protect the reputation of the City as a vacation destination, and that assistance consumes time and resources, typically police resources, that are lost to other matters, including criminal investigations; and

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

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

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

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

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

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

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

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

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

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

WHEREAS, scooters rented in the City are used primarily as amusements and not
transportation; and

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

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

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

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

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

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

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

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

ARTICLE VI. VEHICLE RENTALS

Sec. 22-100. Prohibited acts.

(a) It shall be unlawful for any person to rent, lease or hire within the City a motorcycle, motor scooter or any other two- or three-wheeled, self-propelled vehicle, or solicit the same within the City, unless each of the following is requirements is met:
(1) There is promptly available for delivery with each such vehicle available for rental if requested by the customer, protective headgear and eye-protective devices of a type approved by the Department of Highway Safety and Motor Vehicles, and there is present on the same premises a vest described in this section for each scooter available for rental.

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

(3) Reserved.

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

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

(6) Reserved.

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

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

(9) Reserved.

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

In the amount of $10,000 because of bodily injury to, or death of, one person in any one crash; and
Subject to such limits for one person, in the amount of $20,000 because of bodily injury to, or death of, two or more persons in any one crash; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) As used in this Article, the term motor scooter, or scooter, shall mean a motorcycle powered by a motor with a displacement of 50 cubic centimeters or less or is rated not in excess of 2 brake horsepower and which is not capable of propelling such motorcycle at a speed greater than 30 miles per hour on level ground, and shall include a moped as defined in FS 316.03 (77) (2013), and any other two or three wheeled, self-propelled vehicle for which state law does not require proof of financial responsibility (see FS Chapter 324 (2013)).

Sec. 22-101. Reserved.

Sec. 22-102. Itemization of damage claims.

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

Sec. 22-103. Threat of arrest.

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

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

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

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

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

(d) Maximum deposits permitted:

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

Sec. 22-105. Registration and inspection.

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

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

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

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

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

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

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

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

Sec. 22-105.5. Enforcement and Penalties.

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

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

First violation of this Article: $100.
Second violation of this Article: $200.
Third and all subsequent violations of this Article: $500.

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

First violation of this Article: $50.
Second violation of this Article: $100.
Third and all subsequent violations of this Article: $250.

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

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

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

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

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

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

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

CITY OF PANAMA CITY BEACH

ATTEST: By GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

Ordinance 1337
Page 13 of 14
AGENDA ITEM # 
REGULAR AGENDA

ITEM #8,

ORDINANCE 1338
ORDINANCE NO. 1338

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S LAND DEVELOPMENT CODE; CREATING THE BEACH BOULEVARD OVERLAY DISTRICT; PROVIDING THAT PRIVATE ELEVATED DUNE WALKOVERS SHALL BE PROHIBITED IN SUCH OVERLAY DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, south of Beach Boulevard the City maintains eleven public beach access ways, which are located approximately every 80’ along Beach Boulevard, and whose existence has been fiercely guarded by the residents of this neighborhood specifically and the city electors generally who have consistently defeated several efforts to relocate or abandon beach easements in this neighborhood; and

WHEREAS, given the number of public beach access points in this particular area of the beach which are used primarily by the visitors and residents of this neighborhood, the City finds and determines that the construction of private elevated dune walkovers serving to create additional beach access points south of Beach Boulevard is unnecessary; and

WHEREAS, given the extraordinary height of the sand dunes south of Beach Boulevard, the Council finds that the construction of private elevated dune walkovers will clutter the beach and its views and thus hinder the enjoyment of the beach by those using the existing public beach accesses, and

WHEREAS, the City is authorized to establish and amend the actual list of permitted or prohibited uses within a zoning category, and finds that it is necessary and appropriate to establish a Beach Boulevard Overlay District wherein elevated dune walkovers are prohibited.

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

SECTION 1. From and after the effective date of this ordinance, Section 2.02.02 of the Land Development Code of the City of Panama City Beach related to Establishment of Overlay Districts, is amended to read as follows (new text bold and underlined, deleted text struckthrough):
2.02.02 Establishment of Overlay Districts

The following overlay districts are established. The Uses allowable by the underlying zoning district shall apply, except as limited by the Use requirements of the overlay district provisions established in Chapter 7 of the LDC.

A. Pier Park Overlay District
B. Traditional Neighborhood Overlay District
C. Front Beach Road Overlay Districts
D. Coastal High Hazard Overlay District
E. Lake Powell Overlay District
F. Naval Support Activity Panama City Military Influence Overlay District
G. Breakfast Point Overlay District
H. Beach Boulevard Overlay District

SECTION 2. From and after the effective date of this ordinance, Section 7.02.08 of the Land Development Code of the City of Panama City Beach related to Beach Boulevard Overlay District is created to read as follows:

Chapter 7. Special Overlay Districts
7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
7.02.08 Beach Boulevard Overlay District
A. Applicability. The provisions of this section shall apply to all property located between Beach Boulevard and the Gulf of Mexico.
B. Private Elevated Dune Walkovers Prohibited. Private elevated dune walkovers are prohibited.

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

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

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

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

CITY OF PANAMA CITY BEACH

ATTEST: By __________________________
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

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

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA

ITEM #9*,

RESOLUTION 15-41
RESOLUTION 15-41

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 GAC Contractors, Inc. for performance of the Alf Coleman Road Resurfacing and Sidewalk Project, in the basic amount of One Hundred Ninety Thousand One Hundred Fifty-Five Dollars ($190,155), together with a contingency in the amount of Five Thousand Dollars ($5,000) for a total budget amount of One Hundred Ninety-Five Thousand One Hundred Fifty-Five Dollars ($195,155), 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:

________________________________
   Jo Smith, Deputy City Clerk
MEMORANDUM

To: Mario Gisbert, City Manager
From: John Alaghemand, P.E., Assistant City Manager/CRA Manager
Subject: Contract Award for Alf Coleman Road Resurfacing and Sidewalk Project
Date: December 23, 2014

A Request for bids for the Alf Coleman Road Resurfacing and Sidewalk Project was advertised on December 3 and 10, 2014. The following bids were received until 2:00 PM Central Time on December 22, 2014 and publicly opened immediately thereafter:

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Lump Sum Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAC Contractors, Inc.</td>
<td>$190,155.00</td>
</tr>
<tr>
<td>Roberts &amp; Roberts, Inc.</td>
<td>$211,288.50</td>
</tr>
<tr>
<td>CW Roberts Contracting, Inc.</td>
<td>$214,061.00</td>
</tr>
</tbody>
</table>

Staff has evaluated the bids and determined that GAC Contractors, Inc. submitted the lowest fully responsive bid for the project.

It is recommended that the Council award a contract in the amount of $190,155.00 to GAC Contractors, Inc. and approve funding in the amount $5,000 for the project's contingencies. Funds are included in the fiscal year 2015 Budget for this project.

Attachments: Suggested Resolution & Agreement
AGREEMENT
SECTION 00050

Alf COLEMAN ROAD RESURFACING AND SIDEWALK PROJECT

THIS AGREEMENT is made this ___ day of ___________, 2015 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "CITY") and GAC CONTRACTORS, INC., doing business as a corporation, having a business address of 4116 N. Highway 231 Panama City, Florida 32404 (hereinafter called "CONTRACTOR"), for the performance of the WORK (as that term is defined below) in connection with the construction of "Alf COLEMAN ROAD RESURFACING AND SIDEWALK PROJECT", to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications and all other Contract Documents hereafter specified.

CITY 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 sub-contractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of CITY.

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 CITY in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the WORK within 60 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 for the WORK.
4. The CONTRACTOR agrees to perform all of the WORK described in the Contract Documents and comply with the terms therein for a **Lump Sum** amount of **$190,155.00** 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 00040 BID BOND
   - Section 00050 AGREEMENT
   - Section 00060 NOTICE OF AWARD
   - Section 00070 NOTICE TO PROCEED
   - Section 00095 DRUG FREE WORKPLACE
   - Section 00097 PUBLIC ENTITY CRIMES
   - Section 00099 CERTIFICATE OF INSURANCE
   - Section 00100 GENERAL CONDITIONS
   - Section 00101 SCOPE OF WORK

   **ADDENDA:**

   No. ____, dated December 17, 2014

   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 CITY 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.
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 CITY required hereunder shall be directed to the following address:

If to CITY:

City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32404
ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108

If to Contractor:

GAC Contractors, Inc.
4116 N. Highway 231
Panama City Florida 324012
ATTENTION: Derwin White, Vice President
Fax No.: (850) 769-3456

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 CITY 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 CITY, CONTRACTOR shall comply with and fully implement the sales tax savings program.

11. The failure of CITY 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 AGREEMENT 00050-3
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, CITY has designated a Project Representative to assist CITY with respect to the administration of this Agreement. The Project Representative to be utilized by CITY for this Project shall be John Alaghemand, P.E., Assistant City Manager/CRA Manager.

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 CITY, PROJECT REPRESENTATIVE, 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 CITY. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR'S sole remedy, if any, against CITY 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 CITY or anyone for whom CITY 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. Except as expressly set forth in this section, in no event shall CITY 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 COVERAGE
The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to CITY. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverage and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of CITY and the CITY does not represent these types or amounts of insurance to be sufficient or adequate to protect the 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 CITY 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 CITY or anyone for whom the CITY 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 CITY and are subject to CITY’S approval. They may be reduced or eliminated at the option of CITY. 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 CITY.
Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of CITY shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of CITY, 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:

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

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to CITY 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 Coverage 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:

| Bodily Injury, Property Damage & Personal Injury Liability | $1,000,000 | Combined Single Limit Each Occurrence, and |
| $2,000,000 | Aggregate Limit |

AGREEMENT 00050-6

AGENDA ITEM #
The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverage must be maintained for a period of not less than three (3) years following CITY's final acceptance of the project.

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE
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 coverage as required for the underlying Commercial General, Business Automobile and Employers’ Liability Coverage with no gaps in continuity of coverage or limits with CITY 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 CITY.

ADDITIONAL INSURANCE
No other insurance will be required by the City for this Contract.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be 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)

CITY:
CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

BY:

NAME: (Please type)

TITLE:

City Clerk

City Attorney (as to form only)

ATTEST:

BY:

NAME: (Please Type)

ADDRESS: 

[END OF SECTION 00050]
REGULAR AGENDA

ITEM #10,

RESOLUTION 15-42
RESOLUTION 15-42

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO IMPLEMENT THE PAY PLAN FOR CITY EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 11, 2014, the City Council approved a pay plan structure, position classifications and pay grade assignments for City employees prepared by Evergreen Solutions, LLC; and

WHEREAS, the pay plan will be implemented over a two year period, and a budget amendment is necessary to begin the implementation in this fiscal year.

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

1. The following budget amendment (BA#7) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2014, and ending September 30, 2015, to implement the first phase of the pay plan implementation as shown in and in accordance with the attached and incorporated Exhibit A.

2. The appropriate officers of the City are hereby directed to budget and appropriate in FY 2015-2016 the amounts set forth herein to implement the second and final phase of the pay plan.

3. This Resolution shall take effect for the pay period beginning February 12, 2015.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 8th day of January, 2015.

CITY OF PANAMA CITY BEACH

By ____________________________
GAYLE F. OBERST, MAYOR

ATTEST:

JO SMITH, DEPUTY CITY CLERK

AGENDA ITEM #10

Resolution 15-42
<table>
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<th>FUND</th>
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<th>ACCOUNT DESCRIPTION</th>
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<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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| FUND          | TO 402-7500-575.12-10 | Salaries Regular | 183,905.00 |
|              | TO 402-7500-575.21-10 | Matching FICA   | 20,154.00  |
|              | TO 402-7500-575.22-10 | Retirement     | 25,343.00  |
| FROM 402-7500-575.96-00 | Reserves Available for Expenditures | 411,003.00 |

| FUND          | TO 403-0000-572.12-10 | Salaries Regular | 128,210.00 |
|              | TO 403-0000-572.21-10 | Matching FICA   | 23,154.00  |
|              | TO 403-0000-572.22-10 | Retirement     | 23,273.00  |
| FROM 403-0000-999.96-00 | Reserves Available for Expenditures | 79,789.00 |

Check Adjustment Totals: 60,493,992.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**
To record budget adjustment for salary adjustments as a result of step 1 of new pay plan implementation including related benefits, FICA and retirement, effective pay period beginning 02/12/15

**ROUTING FOR APPROVAL**

____________________________ DEPARTMENT HEAD ___________ DATE

____________________________ CITY CLERK ___________ DATE
REGULAR AGENDA

ITEM #11*,

RESOLUTION 15-44
RESOLUTION 15-44

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain First Amendment to that Agreement between the City and Holiday Resort PCB, Inc., a Florida corporation, relating to the exchange of easements located at 11128 Front Beach Road, including improvements with utilities necessary for the Front Beach Road Segment 2 Improvement Project, in a total amount of Three Hundred Fifty-Nine Thousand Seven Hundred Eighty-Two Dollars and Seventy-Six Cents ($359,782.76), in substantially the form of the documents attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of ________________, 2015.

CITY OF PANAMA CITY BEACH

By: ________________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Jo Smith, Deputy City Clerk

AGENDA ITEM # 11

Resolution 15-44
FIRST AMENDMENT
TO
AGREEMENT
Between
CITY OF PANAMA CITY BEACH, FLORIDA
And HOLIDAY RESORT, PCB

This Amendment to Agreement dated ________________, 201_, (the "First Amendment"), made and entered into by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (the "City") and HOLIDAY RESORT PCB, INC, a Florida corporation (the "Developer").

WHEREAS, the City and Developer entered into that certain Agreement relating to the purchase of an improved utility easement located at 11128 Front Beach Road on December __, 2014, and

WHEREAS, in addition to the purchase of an easement by the City, the Agreement also contemplated the conveyance of an easement to the Developer by the City, for which each of the parties desire to enter into this First Amendment in order to clarify the obligations of each.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments set forth, the parties agree to amend the Agreement as follows:

I. The City and Developer wish to amend Section I of the Agreement to read as follows:

I. **Conveyance of Property.**

A. Developer agrees to convey to the City, and City agrees to purchase, a 25' wide permanent underground utility easement over those portions of Developer's property where theDeveloper or Developer's Contractor has constructed and installed the accepted CRA Improvements, containing approximately 9477 square feet in the approximate location of the easement illustrated on attached Exhibit A (the "Property"), and any other necessary deeds, easements, permits or licenses for the continued operation, maintenance, repair, or reconstruction of and access to such facilities by the City, in a form approved by the City Attorney.

B. Developer agrees to turn over and dedicate to the City the CRA Improvements constructed and installed on Developer's property, upon the completion of construction and inspection, approval and acceptance of the same by the City based upon sound engineering practices as...
determined and interpreted by the City in its sole, unfettered discretion. As a prerequisite to such turn over and acceptance, the Developer will furnish to the City the following a Bill of Sale in a form approved by the City Attorney; and Evidence of Owner's title interest to the land in which the CRA Improvements are located.

C. Developer has requested conveyance of an easement from the City on an approximate 25' strip of land lying adjacent and immediately westward of Developer’s property parking-lot, described in Exhibit C, attached. To the extent the City possesses the necessary title to the land to be able to convey the requested easement, the City agrees to convey to Developer an exclusive permanent easement interest in the strip of land described in Exhibit C, provided such conveyance conforms to applicable law authorizing such conveyance to the Developer. The value of said conveyance to the Developer shall be offset against any amounts the City is obligated to pay to Developer pursuant to Section III of this Agreement, at $9/sf (the same price per square foot on which the easement described in Section I.A is based), as such values are more particularly set forth in Section III.

D. To the extent practicable, the conveyances set out in I.A and I.C shall be simultaneous and each party must receive marketable title to materially the easement set out herein. The parties agree that in the event the City does not ultimately hold title to the land described in Exhibit C, the conveyance set out in I.A shall nonetheless proceed. The conveyances shall occur no later than thirty (30) days following the City's acceptance of the CRA Improvements, unless the parties agree in writing to another date.

2. The City and Developer wish to amend Section II of the Agreement to provide that some of Developer’s obligations related to the construction of the CRA Improvements may also be performed by Developer’s Contractor, as follows:

II. Construction of Improvements.
A. Project Described. The Developer and the City agree that the Project Improvements contemplate that the Developer or Developer's Contractor will construct and install approximately 411 linear feet each of electrical conduit, 36” stormwater pipe, and 24” sanitary sewer pipe, under and across Developer’s parking lot facility located north of Front Beach Road, all within the 25’ utility easement described in Section I.A.
B. Design. Developer or Developer’s Contractor will construct the Project in accordance with plan prepared by Atkins North American, Inc., attached and incorporated as Exhibit B, which were reviewed and approved by the City in December 2014.
the plans be required during the construction of the Project, the Developer or Developer's Contractor shall be required to notify the City of the changes and receive the City's approval of such changes prior to the changes being constructed or implemented. All right of way construction shall be performed in accordance with the City's ROW standards and specifications.

C. Construction Timeline. Developer or Developer's Contractor may commence construction of the Project immediately upon execution of this Agreement by both parties, provided however, that Developer or Developer's Contractor shall give the City a minimum of 48 hours notice before beginning construction within the Front Beach Road right of way. Developer or Developer's Contractor shall complete the Project and tender final certified as-builts to the City on or before August 31, 2015, in a form acceptable to the City. If City determines that the Project is not completed in accordance with the provisions of this Agreement, the City shall deliver written notice of such to the Developer. The Developer shall have thirty (30) days from the date of receipt of the City's written notice, or such other time as the City and Developer agree in writing, to complete the Project and provide the City with written notice of the same. If the Developer fails to timely complete the Project, or if it is determined that the Project is not properly completed, the City, within its sole discretion may provide the Developer with written authorization granting such additional time as the City deems appropriate to correct the deficiencies, or correct the deficiencies at the Developer's sole cost and expense. If the City elects to correct the deficiencies, the actual costs incurred by the City to undertake and complete the installation of the CRA Improvements shall be offset against any amounts the City is obligated to pay to Developer pursuant to Section III of this Agreement.

D. Inspections. City may, at any time during the term of this Agreement, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property or the CRA Improvements being constructed or installed therein (including, without limitation, environmental inspections, borings and physical samplings) as City deems necessary or desirable, and Developer and Developer's Contractor shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.

Furthermore, from and during this Agreement, City shall have the right to enter upon the
Property for purposes of conducting any such inspections, tests, and investigations of the Property or CRA Improvements as City deems necessary or desirable and such right of City shall extend to City’s agents, representatives, consultants, and contractors. Any damage to the Property or improvements caused by any such entry, inspections, tests, or investigations shall be repaired immediately by City. City shall indemnify Developer and hold Developer harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against Developer arising out of such entry, inspections, tests or investigations.

E. General Liability Insurance Required. Developer or Developer’s contractor shall procure and maintain general liability insurance on policies and with insurers acceptable to City. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

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

| Bodily Injury, Property Damage & Personal Injury Liability | $5,000,000 | Combined Single Limit Each Occurrence, and |
| | | $5,000,000 | Aggregate Limit |

The General Aggregate Limit shall be specifically applicable to this Project.

The Developer or Developer’s contractor shall add City as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Developer or Developer’s Contractor to the City prior to commencement of Project construction.

This insurance requirement shall not limit the liability of the Developer. The insurance coverages and limits required of Developer or Developer’s contractor under this Agreement are designed to meet the minimum requirements of City and the City does not represent these
types or amounts of insurance to be sufficient or adequate to protect the Developer's interests or liabilities. Developer or Developer's Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Developer and the Developer's contractor and sub-contractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Developer and the Developer's contractor and sub-contractors expressly waive any claim against City arising out of or relating to any damage or loss of such property. The Developer is obligated to include, or cause to be included, provisions similar to this paragraph in all of the Developer's contracts and its subcontractors' contracts with their sub-subcontractors.

F. Maintenance Bond. Upon completion of the Project, Developer or Developer's Contractor shall deliver a bond or other suitable security in a form approved by the City Attorney, in an amount that is ten percent (10%) of the cost of the CRA Improvements, ensuring that the CRA Improvements will remain free from defects in workmanship and materials for a period of one year. If prior to the expiration of one year after the date of acceptance of the CRA Improvements, any work is found to be defective, the Developer or Developer's Contractor shall promptly, without cost to the City, and in accordance with written instructions issued by the CRA Engineer, either correct such defective work, or if it has been rejected by the CRA Engineer, remove and replace it with non-defective work. If the Developer or Developer's Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected or the rejected work removed and replaced and may enforce its rights under the maintenance bond. All direct and indirect costs of such correction, removal or replacement not reimbursed pursuant to said bond, including compensation for professional services, shall at the City's option either be paid by the Developer to the City and or withheld from the costs to be paid to Developer pursuant to Section III of this Agreement. The maintenance bond shall be released to the Developer at the later date of twelve (12) months after acceptance of the Improvements by the City Council or completion of any maintenance or repair required by the CRA Engineer.

G. Warranty. Developer guarantees workmanship and material of the CRA Improvements for a period of one year after the City's acceptance of the CRA Improvements, which warranty shall be automatically renewed and extended until the City's completion of the Front Beach Road Segment 2 Improvement Project, or five years, whichever occurs.
first. The Developer further agrees to defend, indemnify and hold harmless the City from any and all liability claims by a third party due to faulty workmanship and materials within the aforementioned one-year guarantee period.

H. Acceptance of CRA Improvements. City acceptance of the CRA Improvements (including utilities) shall be by Resolution of the City Council. The City Council shall accept the CRA Improvements only upon recommendation by the CRA Engineer following their completion, inspection and certification. The recommendation by the CRA Engineer shall be contingent upon satisfaction of each of the following conditions:

1. Fulfillment of the requirements for maintenance of the Improvements as outlined by this part;
  
2. An opinion by the City Attorney that satisfactory and proper conveyances of the CRA Improvements and any necessary property interests have been made by Developer to the City;
  
3. CRA Improvements have been completed and are in good repair, in accordance with approved plans and specifications reviewed by the CRA Engineer; and
  
4. As-built drawings dated, certified, and stamped by a registered Florida engineer have been submitted to and accepted by the CRA Engineer.

3. The City and Developer wish to amend Section III of the Agreement related to compensation to set forth the value of the easement to be conveyed to Developer and the amount to be offset for such easement from the total amount to be paid to Developer, as follows:

   III. Developer Compensation
   
   A. The City will pay the fees and costs reasonably incurred to effect the design, engineering, construction, installation and conveyance of the CRA Improvements and for the value of the real property interests necessary to perpetually maintain the same, to the Developer in the amounts mutually agreed upon by the parties and as more particularly set forth below:

   Front Beach Road Seg 2 Utility Drainage Easement Value $ 85,293,000.00
   Section LC 25' Strip Easement Value (1298 x $9/sf) ($11,682.00)
   CRA Improvements Cost $286,171.76
   Total $371,471.76 – $359,782.76

   B. Payment Schedule.
1. The City shall pay Developer Three Hundred Fifty Nine Seventy-One Thousand Seven Four Hundred Eighty Two Seventy-One Dollars and Seventy Six Cents ($359,782.76) thirty (30) days after construction completion of the Project. No portion of funds shall be paid by City to the Developer until all CRA Improvements have been installed by Developer and accepted by the City.

2. The City shall have no obligation to pay Developer any amount in excess of the Improvements and Easement Cost, provided that the City shall pay the cost of any change orders with respect to the CRA Improvements which are necessitated by unforeseen conditions, required by the City, or necessary in order to comply with any requirements of governmental authority.

4. The City and Developer wish to amend Section V of the Agreement regarding General Provisions to read as follows:

A. Notice of Changes. Each party shall have the obligation of notifying the other party of any events or circumstances that will affect either party’s ability to carry out their duties under this Agreement. Notice to the City shall be sent to:

Mario Gisbert City Manager
John Alaghemand, CRA Manager
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413
Phone: (850) 233-5100
Fax: (850) 233-5108

with copy to:

Amy E. Myers, Asst. City Attorney
Harrison Sale, McCloy
P.O. Drawer 1579
Panama City, Florida 32401
Phone: (850) 769-3434
Fax: (850) 769-6121

Notice to the Developer shall be sent to:

Julie K. Hilton, Vice President
Holiday Resort PCB, Inc.
11127 Front Beach Road
Panama City Beach, Florida 32407
Phone: (850) 230-4043 or (850) 814-4212
Fax: (850) 235-0888

Or such other address as City or Developer may designate.

B. **Indemnification and Hold Harmless.**

1. For a period of one year following completion, Developer shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney’s fees (“Damages”) arising in whole or in part from: (i) the construction, installation, maintenance or repair of the Improvements by Developer or anyone claiming by, through or under Developer; or (ii) the breach of any of Developer’s representations, warranties, covenants or agreements hereunder, including any Damages arising from the fault of Developer, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

2. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Developer or Developer’s Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Developer and shall afford the Developer and its counsel, at the Developer’s sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

3. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City’s sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The City’s liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28, Florida Statutes.

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

D. **Remedies.** All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

E. **Attorneys Fees.** In the event of any litigation hereunder, each party shall be responsible for its own attorney’s fees and court costs at all trial and appellate levels and at any mediation or arbitration.

F. **Assignment.** This Agreement is not assignable. **The recorded easements shall run with the land.**
G. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

H. Modification. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Developer.

I. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Florida. Venue for any action or proceeding to enforce the provisions of this Agreement shall be in the Circuit Court in and for Bay County, Florida.

J. Termination. The City may terminate this Agreement at any time by providing sixty (60) days prior written notice of termination to the Developer.

K. Entire Agreement. This Agreement and First Amendment constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

5. Except as expressly modified by this First Amendment, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names as of the day and year first above written.

WITNESSES: ___________________________ DEVELOPER
HOLIDAY RESORT PCB, INC.
a Florida corporation

Name ___________________________ By:
Its: President

Name ___________________________

STATE OF Florida)
COUNTY OF Bay 

Page 9 of 10
The foregoing instrument was acknowledged before me this ___ day of ______, 201_, by ________________, President of Holiday Resort PCB, Inc., a Florida corporation, on behalf of that entity. She is personally known to me or has produced a ______________ state driver's license as identification.

Printed Name: ____________________________
NOTARY PUBLIC, State of Florida

[NOTARIAL SEAL]

CITY OF PANAMA CITY BEACH

Mario Gisbert, City Manager

ATTEST:

Holly J. White, City Clerk

Approved as to Form:

______________________________
City Attorney

STATE OF FLORIDA )
COUNTY OF BAY )

The foregoing instrument was acknowledged before me this ___ day of ______, 201_, by Mario Gisbert, as City Manager of the CITY OF PANAMA CITY BEACH, FLORIDA. He is personally known to me or has produced a ______________ state driver's license as identification.

Printed Name: ____________________________
NOTARY PUBLIC, State of Florida

[NOTARIAL SEAL]