I. INVOCATION: PASTOR GREGORY GEORGE OF THE GULF BEACH BAPTIST CHURCH

II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

V. DF CONSENT AGENDA

1. "NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH". October marks the 70th anniversary of the observation of National Disability Employment Awareness Month, a national campaign that celebrates the many and varied contributions of America's workers with disabilities, with the message that people with disabilities are EQUAL to the task throughout the year. "A Proclamation designating October, 2015 as "National Disability Employment Awareness Month" in Panama City Beach."

2. ORDER #01-CU-15 AND FINDING OF FACTS FOR THE APPROVAL OF THE CONDITIONAL USE REQUEST TO INCREASE THE MAXIMUM STRUCTURAL HEIGHT FOR MIRACLE STRIP. After receiving testimony and reviewing the exhibits produced during the Quasi-Judicial Hearing on September 10, 2015, the City Council orders that the CONDITIONAL USE REQUEST is APPROVED, except as expressly modified by this Order, the Original Order remains unchanged and in full force and effect. IT IS STILL FURTHER ORDERED that as a condition to this approval, the existing Letter of Credit in the amount of $126K which is set to expire November 25, 2015, shall be extended until November 27, 2017, to allow the proposed amusement to be built and used by the applicant and to allow City Staff to determine its impacts arising from that use are sufficient to require installation of traffic improvements from the funds secured by the Letter of Credit.

3. ORDER #03-RZ-15 AND FINDING OF FACTS FOR THE APPROVAL OF THE SHALIMAR HOLDINGS LLC REZONING. After receiving testimony and reviewing the exhibits produced during the Quasi-Judicial Hearing on September 10, 2015, the City Council orders that the subject request is hereby GRANTED and the captioned Ordinance 1357 shall be ADOPTED.

4. RATIFICATION OF ORDER #07-PL-15 AND FINDING OF FACTS FOR THE APPROVAL OF THE PIER PARK NORTH PLAT. After receiving testimony and reviewing the exhibits produced during the Quasi-Judicial Hearing held on September 10, 2015, the City Council orders that the subject request to subdivide the land is GRANTED and the PIER PARK NORTH plat is APPROVED as presented. IT IS FURTHER ORDERED that the appropriate officers of the City are authorized to execute and deliver the plat on behalf of the City upon their personal observation and the City Attorney's concurrence that the title certification has been properly executed. IT IS STILL FURTHER ORDERED that this Order shall supersede and replace Order 02-PL-15 dated December 11, 2014,
approving a subdivision of the same lands by the same name and the City Manager is ordered to obtain and destroy the mylar of that prior plat.

RESOLUTION 15-140, CRI AUDIT ENGAGEMENT LETTER. Carr Riggs & Ingram have presented an Engagement Letter to provide auditing services for the year ending 9/30/15 with a fee reduction of 3%. Staff is currently reviewing an RFP for 2016 year and now and should submit soon for proposals. 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 Carr, Riggs & Ingram, LLC, relating to the annual audit evaluation of the City's financial statements for Fiscal Year ending 9/30/15, in an amount not to exceed $115,400, in substantially the form attached and presented to the Council today, draft dated 9/10/15, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval."

RESOLUTION 15-143, ANNUAL SHADDAI SHRINE TEMPLE FALL CEREMONIAL PARADE. The annual Shaddai Shrine Temple Fall Ceremonial Parade has been scheduled for Saturday, October 10, 2015, and necessitates vehicular traffic control 8:00 A.M. to 11:00 A.M. on Front Beach Road from Nautilus Street west to Powell Adams Road. "A Resolution authorizing the temporary closure of portions of Front Beach Road on the morning of Saturday, October 10, 2015, to permit the annual Shaddai Shrine Temple Fall Ceremonial Parade."

VI REGULAR AGENDA ITEMS - DISCUSSION/ACTION

NO.  OFFICIAL ITEM
1 GFO "NATIONAL FALLEN FIREFIGHTERS MEMORIAL WEEKEND" PROCLAMATION & PRESENTATION.
2 GFO "FIRE PREVENTION WEEK" PROCLAMATION & PRESENTATION.
3 MG RESOLUTION 15-141, LOWE SETTLEMENT AGREEMENT.
4 MG ORDINANCE 1356, 2015 WATER, SEWER, RECLAIMED WATER RATE INCREASE, 2ND READING, PUBLIC HEARING, AND ADOPTION.
5 ML ORDINANCE 1358, HIGHLAND LAND COMPANY REZONING, 2ND READING, PUBLIC HEARING, ADOPTION.
6 ML PROPOSED PELICAN POINTE APARTMENTS LOCAL GOVERNMENT CONTRIBUTION REQUEST.
7 HJW ORDINANCE 1361, AMENDING FIREFIGHTERS' RETIREMENT PLAN ORDINANCE, 2ND READING, PUBLIC HEARING AND ADOPTION.
8 HJW ORDINANCE 1362, AMENDING POLICE OFFICERS' RETIREMENT PLAN ORDINANCE, 2ND READING, PUBLIC HEARING AND ADOPTION.
9 HJW ORDINANCE 1363, AMENDING GENERAL EMPLOYEES' RETIREMENT PLAN ORDINANCE, 2ND READING, PUBLIC HEARING AND ADOPTION.
10 ML ORDINANCE 1350, PARKING LOTS CLOSED OR MANAGED, 1ST READING, PUBLIC HEARING.
11 MG ORDINANCE 1351, BANNING SCOOTERS, 1ST READING, PUBLIC HEARING, PRESENTATION BY CA. CYCLES.
12 MG ORDINANCE 1359, SPECIAL EVENTS, 1ST READING, PUBLIC HEARING.
13 ML ORDINANCE 1360, SHORT TERM VACATION RENTALS, 1ST READING, PUBLIC HEARING.
PLAT APPROVAL, WHISPER DUNES PHASE 3, PUBLIC HEARING.

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  RICK RUSSELL  JOSIE STRANGE  KEITH CURRY  GAYLE OBERST

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

Deputy City Clerk  9/8/15

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: 9/21/15, noon.

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NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER “AGENDA INFORMATION”.

THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

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

Sec. 286.0105, FS (1995)
CONSENT AGENDA
ITEM #1,

PROCLAMATION
WHEREAS, October 2015 marks the Seventieth Anniversary of the observation in the United States of the National Disability Employment Awareness Month, a national campaign which raises awareness about disability employment issues and celebrates the many and varied contributions of America's workers with disabilities; and

WHEREAS, as Americans, we understand employment and economic security are critical to fulfilling our hopes and aspirations. We also know we are stronger when our country and economy can benefit from the skills and talents of all of our citizens. No individual in this Nation should face unnecessary barriers to success and no American with a disability should be limited in his or her desire to work; and

WHEREAS, the theme of National Disability Employment Awareness Month for 2015 is "My Disability Is One Part of Who I Am" which raises the awareness about disability employment issues and that the workplaces which welcome the talents of all people, including people with disabilities, are critical in our efforts to have a strong economy; and

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, do hereby proclaim the month of October, 2015 as

"NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH"

and call upon all employers, schools and other community organizations in Panama City Beach to observe this month with appropriate programs and activities, and to advance the important message that people with disabilities are EQUAL to the task throughout the year.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Twenty-Fourth Day of September, in the year of our Lord Two Thousand Fifteen.

City of Panama City Beach

Gayle F. Oberst, Mayor
CONSENT AGENDA
ITEM #2,
ORDER 01-CU-15
CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH

IN RE: CONDITIONAL USE REQUEST FOR AMUSEMENT APPROVAL
Submitted by Miracle Strip Carousel, LLC
PARCEL NO. 33761-000-000
PROPERTY LOCATED AT 284 Powell Adams Road
PANAMA CITY BEACH, FLORIDA

01-CU-15

ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the evidence produced at the quasi-judicial hearing held on this matter on September 10, 2015, sets forth the following Procedural History, Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY
1. On February 15, 2013, the Planning Board approved a Conditional Use request to establish an Amusement Park and associated amusements on property located at 284 Powell Adams Road (the “Original Order”), in accordance with the City’s Land Development. The Original Order is still in full force and effect.

2. On July 21, 2015, the City received the application of William Dozier, owner of 10.35 acres of real property located at 284 Powell Adams Road, and Miracle Strip Carousel, LLC, the operators of an existing amusement park located on that property, requesting a revision to their previously approved Conditional Use Permit to increase the maximum structural height set forth in that Permit from 81’ to 190’.

3. On August 10, 2015, the City’s Planning Board held a properly advertised public Hearing to consider the request and received evidence from the applicant, nearby business owners and the City. At the conclusion of the hearing, the Board unanimously recommended approval of the request, which recommendation was incorporated into the Planning Board’s Order, Finding of Fact and Conclusions of Law dated August 12, 2015.

4. The City Council held a properly advertised public hearing on the request on September
10, 2015, which the Applicant did attend, and at which public comment concerning the request was invited but none was received.

5. Without objection, the Order and record of the Planning Board were admitted into evidence.

6. The Council received testimony from City Staff and the applicant.

**FINDINGS OF FACT**

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

8. Based upon the un-contradicted testimony of the City Planner, notices of the August 10, 2015 and September 10, 2015, hearings were properly given and all procedural requirements met for the City Council to conduct the rehearing.

9. Based on the uncontradicted testimony of the City Planner, the request complies with all the procedural requirements of the City’s Land Development Code.

10. An existing Letter Of Credit required by the City as a condition of its original Conditional use approval to cover the cost of traffic improvements necessitated by the impacts created by the development will expire November 25, 2015. The traffic impacts which might be created by the proposed amusement necessitating this request cannot be determined until the high season following the construction of the proposed amusement.

**CONCLUSIONS OF LAW**

11. Pursuant to Sections 5.06.02, 10.04.03 and 10.07.02 of the City’s Land Development Code, the City Council has jurisdiction to conduct a quasi-judicial hearing on this matter and determine whether the request should be granted.

12. The proposed conditional use request complies with all procedural requirements of the City’s Land Development Code.

**THEREFORE, IT IS ORDERED AND ADJUDGED** that the subject conditional use request is hereby APPROVED. Except as expressly modified by this Order, the Original Order remains unchanged and in full force and effect.
IT IS STILL FURTHER ORDERED that as a condition of this approval, the existing Letter of Credit in the amount of $126K which is set to expire November 25, 2015, shall be extended until November 27, 2017 to allow the proposed amusement to be built and the used by the applicant and to allow City Staff to determine if impacts arising from that use are sufficient to require installation of traffic improvements from the funds secured by the letter of credit.

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

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

DONE this ___ day of ______________________, 2015.

_____________________________________
MAYOR GAYLE F. OBERST

ATTEST:

_____________________________________
DIANE FOWLER, CITY CLERK
CONSENT AGENDA
ITEM #3,

ORDER 03-RZ-15
ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on September 10, 2015, hereby makes the following Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. Upon original application of Shalimar Holdings, LLC to rezone the overlay zoning designation of 2.03 acres of real property located at 17607 and 17609 Front Beach Road from FBO-2 to FBO-4, the City's Planning Board held a properly advertised Quasi-Judicial Hearing to consider the request on July 14, 2015. At the conclusion of the hearing, the Board recommended approval of the request (5-2), which recommendation was incorporated into the Planning Board's Order, Finding of Fact and Conclusions of Law dated July 20, 2015.

2. The City Council held a first reading on the captioned ordinance embodying the request on August 27, 2015, during which public comment was requested but none received.

3. The City Council held a second reading and Quasi-Judicial Hearing on the ordinance embodying the request on September 10, 2015, at which competent substantial evidence consisting of testimony and documentation was received.
FINDINGS OF FACT

4. Notice of the September 10, 2015 hearing was properly given.

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

6. The City Planner testified that the requested overlay zoning designation is consistent in all respects and is compatible with the City’s Comprehensive Plan and that the request complies with all the procedural requirements of the City’s Land Development Code.

7. The City Planner testified that any increases in density proposed in an application for development of the subject property would have to be mitigated by the applicant through requirements already in place for all development orders.

8. The applicant’s engineer and agent gave testimony and displayed maps showing a number of other similarly situated properties in the City zoned CH with an overlay of FBO-4.

9. Public comment was received but no evidence was presented to establish that maintaining the existing overlay zoning classification with respect to the subject property will accomplish a legitimate public purpose.

CONCLUSIONS OF LAW

10. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 10.04.03 and 10.07.02 of the City’s Land Development Code, the City Council has jurisdiction to conduct a quasi-judicial hearing on this matter and determine whether the request should be granted by adoption of the captioned ordinance.

11. The proposed rezoning request complies with all procedural requirements of the City’s Land Development Code.

12. The proposed rezoning designation is consistent with the City’s comprehensive Plan, and will accomplish a legitimate public purpose and best serve the public interests of the community as a whole.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject rezoning request is hereby GRANTED and accordingly, the captioned Ordinance shall be ADOPTED.
Parties with standing have the right to appeal this decision by certiorari to the Fourteenth Judicial Circuit Court within thirty (30) days of the date of this Order.

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

DONE this ____ day of September, 2015.

__________________________
MAYOR GAYLE F. OBERST

ATTEST:

__________________________
DIANE FOWLER, CITY CLERK
CONSENT AGENDA
ITEM #4,
ORDER 07-PL-15
The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on September 10, 2015, hereby makes the following Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. Upon original application of Panama City Beach Venture II, LLC, the owner of 56.1694 acres of real property located northeast of the intersection of Pier Park Drive and Panama City Beach Parkway, to subdivide such land, the City approved the preliminary plat of Pier Park North dated August 2015.

2. Upon receipt of the final plat of Pier Park North, the City Council, on September 10, 2015, held a Quasi Judicial Hearing on the plat embodying the proposed subdivision of land, at which competent substantial evidence consisting of testimony and documentation was received.

3. City takes notice from its own records that a subdivision of Pier Park North, involving the same 56.1694 acres proposed for subdivision here, was approved by the City on December 11, 2014 but that the plat of such subdivision was never fully executed or
FINDINGS OF FACT

4. Notice of the September 10, 2015, hearing was properly given.

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

6. There are no improvements to be dedicated to the City. The Stormwater Facilities have been fully constructed and inspected by the City.

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

8. The face of the plat contains an unsigned title certificate of Chicago Title Insurance Company, that title to the lands to be platted is in the name of Panama City Beach Venture II, LLC and that there are no unsatisfied mortgages encumbering the lands to be platted other than from U.S. Bank, National Association, as shown thereon, which was not contradicted by testimony, comment or other evidence.

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

CONCLUSIONS OF LAW

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

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

12. Upon execution of the title certificate in the same form and substance present on the face
of the plat at hearing, title to the lands to be platted is in the name of Panama City Beach Venture II, LLC, and there are no unsatisfied mortgages encumbering the lands to be platted other than U.S. Bank, National Association, as shown thereon.

13. Based upon the uncontradicted certification on the face of the plat, the plat was prepared in accordance with the requirements of Chapter 177 and, accordingly, that monuments for each of the lots had been set.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject request to subdivide land is hereby GRANTED and accordingly, the captioned plat of PIER PARK NORTH is hereby APPROVED as presented; and

IT IS FURTHER ORDERED that the appropriate officers of the City are authorized to execute and deliver the plat on behalf of the City upon their personal observation and the City Attorney’s concurrence that the title certification has been properly executed.

IT IS STILL FURTHER ORDERED that this Order shall supersede and replace Order 02-PL-15 dated December 11, 2014, approving a subdivision of the same lands by the same name and the City Manager is ordered to obtain and destroy the mylar of that prior plat.

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

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

DONE this ____ day of September, 2015.

______________________________
MAYOR GAYLE F. OBERST

ATTEST:

______________________________
DIANE FOWLER, CITY CLERK
CONSENT AGENDA
ITEM #5,

RESOLUTION 15-140
RESOLUTION 15-140

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Carr Riggs & Ingram, LLC, relating to the annual audit and evaluation of the City’s financial statements for Fiscal Year ending September 30, 2015, in an amount not to exceed One Hundred Fifteen Thousand Four Hundred Dollars ($115,400), in substantially the form attached and presented to the Council today, draft dated September 10, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ______________________
    Gayle F. Oberst, Mayor

ATTEST:

_____________________
Diane Fowler, City Clerk
September 10, 2015
Mr. Mario Gisbert
City of Panama City Beach, Florida
110 South Arnold Road
Panama City Beach, Florida 32413

We are pleased to confirm our understanding of the services we are to provide City of Panama City Beach, Florida for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the blended component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Panama City Beach, Florida as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement City of Panama City Beach, Florida’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Panama City Beach, Florida’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.
2) Schedule of Analysis of Funding Progress – Pension Trust Funds.
3) Schedule of Contributions from Employer and Other Entity’s Contributions – Pension Trust Funds.
4) Schedule of Actuarial Considerations – Pension Trust Funds.
5) Schedules of Other Post – Employment Benefits (OPEB).

We have also been engaged to report on supplementary information other than RSI that accompanies City of Panama City Beach, Florida’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements:

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

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

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

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

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

Other Services

We will also assist in preparing the financial statements including required supplementary information,  
schedule of expenditures of federal and or state awards, and related notes of City of Panama City Beach,  
Florida in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based  
on information provided by you. These nonaudit services do not constitute an audit under Government  
Auditing Standards and such services will not be conducted in accordance with Government Auditing  
Standards.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including  
internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure  
that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is  
reasonable assurance that government programs are administered in compliance with compliance  
requirements; and (4) ensuring that management and financial information is reliable and properly  
reported. Management is also responsible for implementing systems designed to achieve compliance  
with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the  
selection and application of accounting principles; for the preparation and fair presentation of the financial  
statements, schedule of expenditures of federal awards, and all accompanying information in conformity  
with U.S. generally accepted accounting principles; and for compliance with applicable laws and  
regulations and the provisions of contracts and grant agreements.

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect  
 fraud, and for informing us about all known or suspected fraud affecting the government involving (1)  
management, (2) employees who have significant roles in internal control, and (3) others where the fraud  
could have a material effect on the financial statements. Your responsibilities include informing us of your  
knowledge of any allegations of fraud or suspected fraud affecting the government received in  
communications from employees, former employees, grantees, regulators, or others. In addition, you are  
responsible for identifying and ensuring that the government complies with applicable laws, regulations,  
contracts, agreements, and grants. Management is also responsible for taking timely and appropriate  
steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant  
agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management’s  
responsibility to follow up and take corrective action on reported audit findings and to prepare a summary  
schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings  
should be available for our review on March 1, 2016.

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

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

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

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.
Engagement Letter
City of Panama City Beach, Florida
Page 8 of 7

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

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

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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

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

Richard Moreira is the engagement partner, effective October 1, 2015, and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $115,400 for the fiscal year ending September 30, 2015, and thereafter upon mutual consent, the engagement may be renewed at a fee mutually agreed upon. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.
Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

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

Very truly yours,

Cam Riggs & Ingram, Inc.
Certified Public Accountants
Panama City Beach, Florida

RESPONSE:

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

Mario Gisbert, City Manager
Attached please find the engagement letter for the City's audit for the fiscal year ended 09/30/15 – fee reduction of 3% - need resolution and placement on next Council agenda – thanks

Amy – I am reviewing RFP for 2016 year end and beyond now – will contact you to discuss any changes

Holly J. White
Finance Director
City of Panama City Beach
(850) 233-5100
CONSENT AGENDA
ITEM #6,
RESOLUTION 15-143
RESOLUTION NO. 15-143

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD ON THE MORNING OF SATURDAY, OCTOBER 10, 2015, TO PERMIT THE ANNUAL SHADDAI SHRINE TEMPLE FALL CEREMONIAL PARADE.

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

WHEREAS, the Parade has been scheduled for Saturday, October 10, 2015; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that Front Beach Road from Nautilus Street west to Powell Adams Road intersection be temporarily closed during the hours of 8:00 A.M. and 11:00 A.M., on October 10, 2015, and that all vehicular traffic on such roads be rerouted in accordance with the map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 24th day of September, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
Mayor Gayle F. Oberst

ATTEST:

Diane Fowler, City Clerk

CITY OF PANAMA CITY BEACH

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 24th day of September, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
Mayor Gayle F. Oberst

ATTEST:

Diane Fowler, City Clerk
Jo Smith

From: shaddai shriners <shaddai5@knology.net>
Sent: Thursday, September 10, 2015 7:34 AM
To: Jo Smith
Cc: shaddairecorder@gmail.com; temclean78@aol.com
Subject: Shrine Parade in October

Shaddai does plan to parade on October 10, 2015. We would line up at Natalius and end at Powell Adams (Pier Park). Parade Line up at 8:00 a.m. and step off at 9:00 a.m.

Phil d’Albertis, PP
Recorder
Shaddai Shriners
PO Box 16115
Panama City, FL 32406
850-769-8303
850-763-9617 (fax)
Shaddai5@knology.net
REGULAR AGENDA
ITEM #1,

PROCLAMATION
A PROCLAMATION DESIGNATING
OCTOBER 4, 2015, AS
“NATIONAL FALLEN FIREFIGHTERS MEMORIAL SERVICE DAY”
IN PANAMA CITY BEACH

WHEREAS, over thirty years ago, the United States Congress and the President of the United States by Public Law 107-51 designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor Firefighters and Emergency Services personnel who have sacrificed their lives to save others; and

WHEREAS, the events of September 11, 2001, brought national attention to the duties, responsibilities, hazards and sacrifices faced by Fire and Emergency Services personnel on a daily basis; and

WHEREAS, Firefighters must have the courage to face a multitude of risks in order to save lives and protect this community and this courage allows them to willingly risk their own lives so that others may be saved; and

WHEREAS, Firefighters and Emergency Services personnel play an essential role in the protection of lives and property in our local community, and by their faithful and loyal devotion to duties, have rendered invaluable service to our City and her citizens; and

WHEREAS, it is important to remember all Firefighters and Emergency Services personnel who have made the ultimate sacrifice in the line of duty and in service to their community and to pay respect to the survivors of our fallen heroes; now

WHEREAS, this year, the National Memorial Service marks the start of the annual Fire Prevention Week, reminding everyone to increase their efforts to reduce deaths, injuries and property losses from fire; now

THEREFORE, I, GAYLE F. OBERST, by virtue of the power vested in me as Mayor of the City of Panama City Beach, call upon all citizens of the City of Panama City Beach and all patriotic, civic, and educational organizations to observe Sunday, October 4, 2015 as

“NATIONAL FALLEN FIREFIGHTERS MEMORIAL SERVICE DAY”

and honor the patriotic service and dedicated efforts of our Fire and Emergency Services personnel, past and present, by lowering the American flags on all buildings to half-staff until sunset on Sunday, October 4, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Panama City Beach, Florida, to be affixed this Twenty-Fourth Day of September, in the Year of Our Lord Two Thousand Fifteen.

Gayle F. Oberst, Mayor

City of Panama City Beach

AGENDA ITEM # 1

Diane Fowler, City Clerk

Attest:
REGULAR AGENDA
ITEM #2,

PROCLAMATION
WHEREAS, since 1925, Americans have paused every October to consider the importance of learning how to prevent fires. During National Fire Prevention Week, our Nation comes together to remember those lost tragically in fire-related incidents, to recognize the terrible damage that fire has caused over the years, and to renew our efforts to learn more about the ways in which we can protect ourselves from fire devastation; and

WHEREAS, keep your family safe with a working smoke alarm in every bedroom as roughly half of home fire deaths result from fires reported between 11 P.M. and 7 A.M. when most people are asleep. When it comes to smoke alarms, the key is to have smoke alarms in every bedroom and outside each separate sleeping area. The Fire Prevention Week 2015 theme, "It's Fire Prevention Week; Hear the Beep Where You Sleep!" is an important reminder for all citizens of the City the numerous simple actions everyone can take to stay safe from fire at home during Fire Prevention Week and year-round;

WHEREAS, as we strive to make fire prevention a priority in every American community, we also celebrate the dedication of our Nation's fire and emergency workers, the champions of fire safety at the local level. Too often, these brave men and women pay the ultimate sacrifice for their faithful service. On Sunday, October 4, 2015, respect will be paid to these heroic individuals at the annual National Fallen Firefighters Memorial Service;

NOW, THEREFORE, I, GAYLE F. OBERST, by virtue of the power vested in me as Mayor of the City of Panama City Beach, do hereby proclaim October 4 - 10, 2015, as

"IT'S FIRE PREVENTION WEEK; HEAR THE BEEP WHERE YOU SLEEP!"

in Panama City Beach and urge all residents to not only plan and participate in fire prevention activities this week and throughout the year, but also rededicate themselves to building a better, safer world for the next generation to come.

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Official Seal of the City of Panama City Beach, Florida, to be affixed this Twenty-Four Day of September in the Year of Our Lord, Two Thousand Fifteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

Diane Fowler, City Clerk

AGENDA ITEM # 2
REGULAR AGENDA
ITEM #3,
RESOLUTION 15-141
RESOLUTION 15-141

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Settlement Agreement and General Release between the City and Kathryn M. Lowe, in the basic amount of Thirty Five Thousand Dollars and Zero Cents ($35,000.00), related to personal injury litigation arising from an incident involving a City canine, 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:

Diane Fowler, City Clerk
SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "the Agreement") is entered into by and between KATHRYN M. LOWE ("LOWE") and the CITY OF PANAMA CITY BEACH, FLORIDA (the "City"), as follows:

WHEREAS, Lowe filed a lawsuit against the City of Panama City Beach, Florida in the Circuit Court of the Fourteenth Judicial Circuit, in and for Bay County, Florida, Case No. 2014-CA-76 as a result of a dog bite inflicted by the police canine dog known as "K-9 Argo" on or about July 25-26, 2010, and,

WHEREAS, Lowe and the City (together, "the parties") voluntarily submitted this case to mediation on September 9, 2015, and each has determined that their respective interests would best be served by resolving any and all claims that they may have against one another without any further proceedings.

NOW THEREFORE, in consideration of the completion of the terms outlined herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The City agrees that it, or others on its behalf, shall pay Lowe the total sum of Thirty-Five Thousand and no dollars ($35,000.00) as full and complete settlement and satisfaction of any and all claims that Lowe has or may have had against the City, including the claims she has asserted in the above-referenced lawsuit and including but not limited to any claims for damages, attorneys' fees, costs, and any relief to which Lowe may have been entitled to in the above-referenced lawsuit. This sum shall be paid in the form of a check payable to "the Pittman Trust f/b/o Kathryn M. Lowe."

2. The payment of the above-referenced settlement amount shall occur only after the executed original of this Agreement and of an Internal Revenue Service Form W-9 executed by Lowe and her attorneys are first returned to the City's counsel in this matter.

3. This Agreement is subject to, and conditioned upon, approval by final vote of the City Council.

4. In exchange for the payment of monetary compensation described in Paragraph 1 above, Lowe releases the City, Officer Jason Gleason, the Florida Municipal Insurance Trust, and the Florida League of Cities, Inc., and their agents, employees, legal representatives, insurers, successors, and assigns, if any, and any other person, partnership, corporation, association, organization or entity now or previously acting directly or indirectly in the interest of or on behalf of the City, along with any other related entities thereof, personally, officially, or in any capacity...
whatsoever, from any and all manner of actions, suits, liens, debts, damages, injuries, claims and demands whatsoever, at law or in equity, arising out of or under any federal, state, or local law, statute, ordinance, public policy, Executive Order, or constitutional provision, or concerning any other claim of any type, which Lowe may now have or which Lowe may have had prior to the date she executes this Agreement, to the maximum extent permitted by law. This release does not apply to any first party insurance company of record, including automobile, health, Medicaid, or other.

5. Lowe agrees to ensure that the above described action is dismissed with prejudice, reserving jurisdiction only to enforce the terms of the parties’ settlement agreement as reflected herein. Dismissal shall be filed within five (5) days of completion of all other terms of this Agreement, if this action is not already dismissed and closed.

6. Lowe and the City recognize and agree that execution of this Agreement constitutes a total settlement and release of all claims against the City ever made by or available to Lowe as of the date of this Agreement.

7. Lowe acknowledges that she has entered into this Agreement voluntarily with full understanding of its terms and conditions; that she has been represented by competent legal counsel of her own choosing throughout the pendency of the lawsuit and the negotiations leading to her entry into this Agreement; and that she has been advised regarding her rights. In the event that Lowe shall ever commence any action against the City seeking to avoid her obligations under this Agreement, Lowe further acknowledges and agrees that all the other obligations under this Agreement shall otherwise remain in full force and effect.

8. Neither this Agreement, nor anything contained herein, or anything represented or averred by Lowe or by the City is to be construed as an admission by the City of any liability, wrongdoing or unlawful conduct whatsoever. It is further understood and agreed that this Agreement is the compromise of a disputed claim, and that the City expressly denies any liability for the acts complained of by Lowe and that this Agreement is intended merely to avoid further litigation and, once and for all, to end any dispute between Lowe and the City.

9. Lowe covenants and agrees, except as required by law, never to commence, aid in any way, or prosecute any action or any proceeding against the City for her own behalf based upon any claims, demands, causes of action, obligations, damages, or liabilities of any kind; provided that this provision shall not operate as a bar to a proper cause of action by Lowe based solely upon future conduct of the City occurring beyond the date Lowe signs this Agreement that is totally unrelated to Lowe’s claims asserted in the above-referenced pending civil action.

10. Lowe agrees that the only consideration provided to her by the City for entering into this Agreement is that stated herein; that no other promises or inducements of any kind have been made to her by any person or entity to cause her to
execute this Agreement; and, that she fully understands its meaning and intent including but not limited to its final and binding effect. Lowe acknowledges that no oral representations have been made to her by the City or its legal counsel regarding the terms of this Agreement including the tax implications (if any) of any payment made pursuant to this Agreement.

11. Lowe and the City agree that, aside from the amount of settlement, each party shall bear their own attorneys’ fees and costs incurred in connection with this matter including the preparation, review of, and entry into this Agreement.

12. This Agreement contains and constitutes the entire agreement, understanding, and stipulation of the parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. The terms of this Agreement are contractual, not a mere recital, and may be enforced. No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by each of the parties.

13. This Agreement shall be construed in accordance with the laws of the State of Florida.

14. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.

15. The parties agree that no waiver of any breach of any provision or term of this Release shall be deemed to constitute consent to any continuation of such breach, act, or omission.

16. Lowe warrants and represents that she is fully entitled to give this complete release and discharge.

17. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

18. Lowe agrees that this Release shall be binding upon her heirs, executors, administrators, successors, and assigns.

19. Lowe agrees that she shall be solely responsible for all taxes imposed by reason of receipt of any amount of compensation payable under this Agreement, and she agrees to indemnify the released parties of any taxes, interest or penalties, they may incur as a result of Lowe’s failure to meet her tax obligations, if any.
20. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person; by expedited delivery service; when posted by United States registered or certified mail, postage prepaid; or, when transmitted via electronic mail, facsimile, telex, cable, or any other mechanical form of written communication, confirmed by mail, postage prepaid, to the last known address of the party.

Representations With Regard to Medicare's Interests
(Check one of the following boxes)

☐ I, Kathryn M. Lowe, hereby warrant and represent that I presently am not, nor have I ever been enrolled in Medicare Part A or Part B. Further, Lowe has no claim for Social Security Disability benefits nor is she appealing or re-filing for Social Security Disability benefits.

☐ I, Kathryn M. Lowe, hereby warrant and represent that I am presently receiving Social Security Disability benefits.

☐ I, Kathryn M. Lowe, a male whose date of birth is _________, and has a Medicare claim Number of ____________. I am presently enrolled in Medicare Part A or Part B or previously was enrolled from ____ to _____. I warrant and represent that there has been full disclosure of my Medicare status to all released parties.

21. Lowe is solely responsible for the satisfaction of any medical or other liens related to the action. Lowe and her counsel agree to hold harmless, indemnify and defend the City and all released parties from any lien or cause of action, including, but not limited to, an action by CMS to recover or recoup Medicare benefits or loss of Medicare benefits, if CMS determines that the money set-aside has been spent inappropriately or for any recovery sought by Medicare, including past, present, and future and/or conditional payments.

22. The parties agree that the terms of the Agreement shall remain confidential except to the extent that disclosure is required by law or order of court.

THE UNDERSIGNED, HAVING READ AND UNDERSTOOD THIS RELEASE, VOLUNTARILY AND OF HER OWN FREE WILL, AGREES TO ALL OF ITS PROVISIONS.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this ___ day of September 2015.

Kathryn M. Lowe

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ___ day of September 2015, by Kathryn M. Lowe, who is [ ] personally known to me or who has produced ______________________ as identification.

______________________________
NOTARY PUBLIC

Print, type or stamp name and expiration date

CITY OF PANAMA CITY BEACH,
FLORIDA

BY:
ITS:

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ___ day of September 2015, by ______________, who is [ ] personally known to me or who has produced ______________________ as identification.

______________________________
NOTARY PUBLIC

Print, type or stamp name and expiration date

SETTLEMENT AGREEMENT AND
GENERAL RELEASE AGREEMENT
Page 5 of 5

KML

AGENDA ITEM # 3
REGULAR AGENDA

ITEM #4,

ORDINANCE 1356
ORDINANCE NO. 1356

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING THE WATER, SEWER AND RECLAIMED WATER RATES FOR FISCAL YEAR 2015-16 AND THEREAFTER; INCREASING THE WATER RATES IN THE AMOUNT OF ONE PERCENT (1%) AND INCREASING THE SEWER AND REUSE WATER RATES IN THE AMOUNT OF TWO PERCENT (2%), ALL AS MORE PARTICULARLY STATED IN THE BODY OF THIS ORDINANCE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2015.

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

SECTION 1. From and after October 1, 2015, the following charges and fees shall be imposed and collected for wastewater service (old rates stricken; new rates bold and underlined):

DIVISION 3. SERVICE CHARGES

Sec. 23-60. Charges and Fees.

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

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

(c) Service Charges and Fees:

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

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

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

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

<table>
<thead>
<tr>
<th>TABLE INSET:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item</strong></td>
</tr>
<tr>
<td>(1) Single-family residential, each</td>
</tr>
<tr>
<td>(2) Duplex</td>
</tr>
<tr>
<td>(3) Mobile home park, each site</td>
</tr>
<tr>
<td>(4) Apartment or condominium</td>
</tr>
<tr>
<td>(5) Motel Unit</td>
</tr>
<tr>
<td>(6) Washateria, each washer</td>
</tr>
<tr>
<td>(7) Small non-residential Establishments (Service Stations, Retail Stores, Offices, Churches; based on size of water meter)</td>
</tr>
<tr>
<td>a. 3/4&quot;</td>
</tr>
<tr>
<td>b. 1&quot;</td>
</tr>
<tr>
<td>(8) Large non-residential Establishments (Schools, Restaurants, Short Order Food Establishments, Lounges, Sanitary Dump Stations, Public Restrooms, Amusement Parks, Parks: based on size of water meter)</td>
</tr>
<tr>
<td>a. 1 1/2&quot;</td>
</tr>
<tr>
<td>b. 2&quot;</td>
</tr>
<tr>
<td>c. 3&quot;</td>
</tr>
<tr>
<td>d. 4&quot;</td>
</tr>
<tr>
<td>e. 6&quot;</td>
</tr>
<tr>
<td>f. Greater than 6&quot;</td>
</tr>
<tr>
<td>(9) Campgrounds, each site</td>
</tr>
</tbody>
</table>

Ordinance No. 1356
Page 2 of 10
AGENDA ITEM #
The monthly overage charge for wastewater service furnished above the minimum shall be two dollars and sixty-eight cents ($2.68) two dollars and seventy-three cents ($2.73) per one thousand (1,000) gallons inside the City and three dollars and thirty-five cents ($3.35) three dollars and forty-one cents ($3.41) per one thousand gallons outside the City.

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

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

GENERAL MONTHLY SEWER RATES
(All Except Residential)

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Gallonage charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>$3.93</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$3.27</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$3.41</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$3.62</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$3.93</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$4.40</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$5.00</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$6.00</td>
</tr>
</tbody>
</table>

*Per 1,000 gallons or part thereof

RESIDENTIAL MONTHLY SEWER RATES

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$22.48-$22.57</td>
</tr>
</tbody>
</table>

Plus Gallonage Charge $3.24* $3.27

(2) Reserved.

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

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

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

GENERAL MONTHLY SEWER RATES
(All Except Residential)

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>$20.21</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$83.60</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$106.61</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$160.76</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$200.13</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$499.35</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$998.76</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$1,608.68</td>
</tr>
</tbody>
</table>

Gallonage charge $7.75 * $7.82

*Per 1,000 gallons or part thereof

RESIDENTIAL MONTHLY SEWER RATES

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$20.11 $20.20</td>
</tr>
</tbody>
</table>

Plus Gallonage Charge $6.48 * $6.49

(Maximum Charge at 6,000 Gallons)

(2) Reserved.

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

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

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

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

(ii) Total Suspended Solids, abbreviated TSS - 220 mg/l
Each commercial and Industrial User and bulk customer that is determined to discharge wastewater having pollutants in excess of normal wastewater shall pay a charge dependent on water volume consumed or wastewater discharged and measured by a wastewater flow meter. These pollutant surcharges are as follows:

(i) BOD5 - $0.14 per pound/month  
(ii) TSS - $0.37 per pound/month

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

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

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

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

Notwithstanding any other provision of this ordinance, if the City determines that wastewater services provided any commercial or Industrial User or bulk customer significantly differs from that upon which the rate structure set forth in subsection (A) of this article, the City may enter into a separate agreement with any such user to discharge sewer into the public sewer under such rates, terms and conditions as may be reasonable under the circumstances.

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

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

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

SECTION 2. From and after October 1, 2015, the following charges and fees shall be imposed and collected for potable water service (old rates stricken; new rates bold and underlined):

DIVISION 2. RATES AND SERVICE CHARGES

Sec. 23-80. Assessed.

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

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

<table>
<thead>
<tr>
<th>Size of Connection</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) 5/8&quot; or 3/4&quot;</td>
<td>$16.76</td>
<td>$20.95</td>
</tr>
<tr>
<td>(2) 1&quot;</td>
<td>$25.40</td>
<td>$31.80</td>
</tr>
<tr>
<td>(3) 1 1/2&quot;</td>
<td>$48.69</td>
<td>$61.47</td>
</tr>
<tr>
<td>(4) 2&quot;</td>
<td>$62.30</td>
<td>$79.58</td>
</tr>
<tr>
<td>(5) 3&quot;</td>
<td>$143.67</td>
<td>$181.38</td>
</tr>
<tr>
<td>(6) 4&quot;</td>
<td>$187.64</td>
<td>$236.86</td>
</tr>
<tr>
<td>(7) 6&quot;</td>
<td>$454.69</td>
<td>$574.05</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Type of Connection</th>
<th>Gallons per Unit Included</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Motor court, motel and hotel</td>
<td>3,000 per month</td>
<td>$13.42 $13.55</td>
<td>$16.77 $16.93</td>
</tr>
<tr>
<td>(2) Apartments and condominiums</td>
<td>3,000 per month</td>
<td>$16.76 $16.93</td>
<td>$20.95 $21.16</td>
</tr>
<tr>
<td>(3) Campgrounds (each site)</td>
<td>1,000 per month</td>
<td>$4.39 $4.43</td>
<td>$5.48 $5.53</td>
</tr>
</tbody>
</table>
The monthly charge for water furnished above the minimum shall be three dollars and twenty-one cents ($3.21), three dollars and twenty-four cents ($3.24) per one thousand (1,000) gallons inside the City and four dollars and one cent ($4.01) four dollars and five cents ($4.05) per one thousand gallons outside the City.

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

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

Reserved.

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

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

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

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

**ALL MONTHLY WATER RATES**
(General and Residential)

<table>
<thead>
<tr>
<th>TABLE INSET:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter Size</td>
<td>Base Facility Charge</td>
</tr>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>$5.86 $5.92</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$6.14 $9.23</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$15.14 $15.29</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$30.30 $30.60</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$48.62 $49.00</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$66.91 $97.88</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$119.26 $120.44</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$302.62 $305.95</td>
</tr>
</tbody>
</table>

Gallonage charge $2.72* $2.75
*Per 1,000 gallons or part thereof

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

Ordinance No. 1356
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AGENDA ITEM #
(c) Fire hydrant meter rental shall be one dollar per day, with a $1,200 security deposit and charges of $50 for each setting, relocation or removal of the meter. The charge for water consumption shall be the per thousand gallon charge specified in subsection (a) above.

(d) Reserved

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

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

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

**ALL MONTHLY WATER RATES**
(General and Residential)

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>$11.51</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$17.13</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$28.51</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$57.02</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$92.05</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$181.88</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$283.92</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$568.44</td>
</tr>
</tbody>
</table>

Gallonage charge $4.63 $4.64  
*Per 1,000 gallons or part thereof

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

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

(d) Reserved.
SECTION 3. From and after October 1, 2015, the following charges and fees shall be imposed and collected for reuse water service (old rates stricken; new rates bold and underlined):

ARTICLE VII. RECLAIMED WATER SYSTEM

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

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

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

<table>
<thead>
<tr>
<th>Size of Connection</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) 3/4&quot;</td>
<td>$8.20</td>
<td>$10.26</td>
</tr>
<tr>
<td>(2) 1&quot;</td>
<td>$12.32</td>
<td>$15.40</td>
</tr>
<tr>
<td>(3) 1- 1/2&quot;</td>
<td>$23.38</td>
<td>$29.22</td>
</tr>
<tr>
<td>(4) 2&quot;</td>
<td>$44.33</td>
<td>$55.44</td>
</tr>
<tr>
<td>(5) Above 2&quot;</td>
<td>By contract but no less than cost of maintenance of meter</td>
<td>Same Plus 25%</td>
</tr>
</tbody>
</table>

(b) The monthly charge for water furnished above the minimum shall be sixty-five cents ($0.65) sixty-six cents ($0.66) per one thousand (1,000) gallons inside the City and eighty-one cents ($0.81) eighty-two cents ($0.82) per one thousand gallons outside the City.

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

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

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

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

This Ordinance shall become effective as of October 1, 2015.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of __________, 2015.

GAYLE F. OBERST, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK

EXAMINED AND APPROVED by me this ____ day of __________, 2015.

GAYLE F. OBERST, MAYOR

PUBLISHED in the Panama City News-Herald on the ____ day of __________, 2015.

POSTED on pcbgov.com on the ____ day of __________, 2015.
## Combined Residential Water & Sewer Rate Comparison
### Bay County
#### July 2015

<table>
<thead>
<tr>
<th>System Name</th>
<th>1,000</th>
<th>2,000</th>
<th>3,000</th>
<th>4,000</th>
<th>5,000</th>
<th>6,000</th>
<th>7,000</th>
<th>8,000</th>
<th>9,000</th>
<th>10,000</th>
<th>11,000</th>
<th>12,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay County</td>
<td>$67.20</td>
<td>$60.17</td>
<td>$53.14</td>
<td>$46.36</td>
<td>$40.58</td>
<td>$34.80</td>
<td>$35.33</td>
<td>$36.86</td>
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<td>$40.76</td>
<td>$43.13</td>
<td>$49.66</td>
</tr>
<tr>
<td>Callaway</td>
<td>$51.84</td>
<td>$46.62</td>
<td>$41.50</td>
<td>$36.56</td>
<td>$32.00</td>
<td>$27.56</td>
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<td>$30.78</td>
<td>$32.34</td>
<td>$34.00</td>
<td>$36.76</td>
<td>$41.86</td>
</tr>
<tr>
<td>Lynn Haven</td>
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<td>$33.38</td>
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<td>$41.66</td>
<td>$41.66</td>
<td>$41.66</td>
<td>$41.66</td>
<td>$41.66</td>
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<td>$41.66</td>
</tr>
<tr>
<td>Mexico Beach</td>
<td>$78.14</td>
<td>$78.14</td>
<td>$78.14</td>
<td>$78.14</td>
<td>$78.14</td>
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<td>$78.14</td>
<td>$78.14</td>
<td>$78.14</td>
<td>$78.14</td>
</tr>
<tr>
<td>Panama City</td>
<td>$31.24</td>
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<td>$47.82</td>
<td>$57.60</td>
<td>$67.38</td>
<td>$77.16</td>
<td>$87.12</td>
<td>$97.18</td>
<td>$107.24</td>
<td>$117.30</td>
<td>$127.36</td>
<td>$137.42</td>
</tr>
<tr>
<td>Panama City Beach</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
<td>$34.80</td>
</tr>
<tr>
<td>Panama City Beach Proposed</td>
<td>$35.33</td>
<td>$35.33</td>
<td>$35.33</td>
<td>$35.33</td>
<td>$35.33</td>
<td>$35.33</td>
<td>$35.33</td>
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<td>$35.33</td>
<td>$35.33</td>
<td>$35.33</td>
<td>$35.33</td>
</tr>
<tr>
<td>Parker</td>
<td>$42.10</td>
<td>$53.01</td>
<td>$63.92</td>
<td>$74.83</td>
<td>$85.74</td>
<td>$96.65</td>
<td>$107.56</td>
<td>$118.47</td>
<td>$129.38</td>
<td>$140.29</td>
<td>$151.20</td>
<td>$162.11</td>
</tr>
<tr>
<td>Springfield</td>
<td>$45.14</td>
<td>$57.52</td>
<td>$69.90</td>
<td>$82.28</td>
<td>$94.66</td>
<td>$107.04</td>
<td>$119.42</td>
<td>$131.80</td>
<td>$144.18</td>
<td>$156.57</td>
<td>$169.94</td>
<td>$181.32</td>
</tr>
</tbody>
</table>

### Combined Water & Sewer Rate Comparison of Bay County
#### July 2016

<table>
<thead>
<tr>
<th>System Name</th>
<th>Monthly Cost Based on 8,000 Gallons Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay County</td>
<td>$140.00</td>
</tr>
<tr>
<td>Callaway</td>
<td>$120.00</td>
</tr>
<tr>
<td>Lynn Haven</td>
<td>$100.00</td>
</tr>
<tr>
<td>Mexico Beach</td>
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</tr>
<tr>
<td>Panama City</td>
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<tr>
<td>Panama City Beach</td>
<td>$40.00</td>
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<tr>
<td>Panama City Beach Proposed</td>
<td>$20.00</td>
</tr>
<tr>
<td>Parker</td>
<td>$0.00</td>
</tr>
<tr>
<td>Springfield</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Table Notes:
- Average (Ave.): $47.01 to $54.64
- Median (Median): $43.62 to $55.27
- Minimum (Min.): $25.10 to $33.38
- Maximum (Max.): $78.14 to $90.17

### Diagram:
- Monthly cost based on 8,000 gallons used.
# Residential Water Rate Comparison of Bay County

## July 2015

<table>
<thead>
<tr>
<th>System Name</th>
<th>Minimum Bill</th>
<th>Block 1 Rate Per 1000 Gal Limit</th>
<th>Block 2 Rate Per 1000 Gal Limit</th>
<th>Block 3 Rate Per 1000 Gal Limit</th>
<th>Block 4 Rate Per 1000 Gal Limit</th>
<th>Cost for # of Gallons</th>
<th>Water Rate Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay County</td>
<td>$19.68</td>
<td>$2.22 3,000</td>
<td>$2.57 6,000</td>
<td>$3.32 9,000</td>
<td>$3.86 10,000</td>
<td>$22.00 $22.32</td>
<td>$26.64 $26.61</td>
</tr>
<tr>
<td>Callaway</td>
<td>$15.82</td>
<td>$2.32 3,000</td>
<td>$2.57 6,000</td>
<td>$3.32 9,000</td>
<td>$3.86 10,000</td>
<td>$22.00 $22.32</td>
<td>$26.64 $26.61</td>
</tr>
<tr>
<td>Lynn Haven</td>
<td>$8.41</td>
<td>$3.07 100,000</td>
<td>$3.81 100,000</td>
<td>$4.55 100,000</td>
<td>$5.30 100,000</td>
<td>$10.85 $11.11</td>
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</tr>
<tr>
<td>Mexico Beach</td>
<td>$34.45</td>
<td>$4.00 4000</td>
<td>$4.45 8,000</td>
<td>$5.00 12,000</td>
<td>$5.55 16,000</td>
<td>$10.60 $10.95</td>
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</tr>
<tr>
<td>Panama City</td>
<td>$8.84</td>
<td>$2.97 100,000</td>
<td>$3.55 100,000</td>
<td>$4.13 100,000</td>
<td>$4.71 100,000</td>
<td>$9.38 $9.75</td>
<td>$10.34 $10.70</td>
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<tr>
<td>Panama City Beach</td>
<td>$16.76</td>
<td>$4.20 100,000</td>
<td>$4.75 100,000</td>
<td>$5.30 100,000</td>
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<td>$5.60 100,000</td>
<td>$10.86 $11.21</td>
<td>$12.46 $12.81</td>
</tr>
<tr>
<td>Parker</td>
<td>$8.52</td>
<td>$4.20 100,000</td>
<td>$4.75 100,000</td>
<td>$5.30 100,000</td>
<td>$5.85 100,000</td>
<td>$11.14 $11.49</td>
<td>$12.54 $12.89</td>
</tr>
<tr>
<td>Springfield</td>
<td>$3.44</td>
<td>$3.95 100,000</td>
<td>$4.45 100,000</td>
<td>$5.00 100,000</td>
<td>$5.55 100,000</td>
<td>$9.38 $9.75</td>
<td>$10.34 $10.70</td>
</tr>
</tbody>
</table>

**Ave.** $14.33 875 $3.31 | **Min.** $6.84 0 $2.32 | **Max.** $34.45 4000 $4.20

**INVERTED RATE STRUCTURE** Unit rate increases with each successive block of water usage.

**FLAT** Unit rate remains constant.

## Residential Water Rate Comparison of Bay County

### July 2015

- **Bay County**
- **Callaway**
- **Lynn Haven**
- **Mexico Beach**
- **Panama City**
- **Panama City Beach**
- **Panama City Beach Prop**
- **Parker**
- **Springfield**

### Graph:

- **Monthly Cost Based on Number of Gallons**
  - **Bay County**
  - **Callaway**
  - **Lynn Haven**
  - **Mexico Beach**
  - **Panama City**
  - **Panama City Beach**
  - **Panama City Beach Prop**
  - **Parker**
  - **Springfield**

---

**Agenda Item #4**
### Residential Sewer Rate Comparison of Bay County

**July 2015**

<table>
<thead>
<tr>
<th>System Name</th>
<th>Minimum Bill $/Bill Gal Incl.</th>
<th>Base Rate/1000 Gal</th>
<th>Max Gal. Cost for # of Gallons</th>
<th>Cost for # of Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bay County</strong></td>
<td>$28.79</td>
<td>0</td>
<td>$10.65</td>
<td>$10.65 $45.20 $55.85 $66.50 $77.15 $87.80 $98.45 $109.10 $119.75 $130.40 $141.05 $151.70 $162.35</td>
</tr>
<tr>
<td><strong>Callaway</strong></td>
<td>$32.69</td>
<td>0</td>
<td>$3.97</td>
<td>NONE</td>
</tr>
<tr>
<td><strong>Lynn Haven</strong></td>
<td>$8.41</td>
<td>0</td>
<td>$2.11</td>
<td>12000</td>
</tr>
<tr>
<td><strong>Mexico Beach</strong></td>
<td>$43.69</td>
<td>4,000</td>
<td>NONE</td>
<td>$43.69 $43.69 $43.69</td>
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<tr>
<td><strong>Panama City</strong></td>
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<td>0</td>
<td>$5.77</td>
<td>12000</td>
</tr>
<tr>
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<td>$18.04</td>
<td>3,000</td>
<td>NONE</td>
<td>$18.04 $18.04 $18.04</td>
</tr>
<tr>
<td><strong>Panama City Beach Proposed</strong></td>
<td>$18.40</td>
<td>3,000</td>
<td>NONE</td>
<td>$18.40 $18.40 $18.40</td>
</tr>
<tr>
<td><strong>Parker</strong></td>
<td>$22.87</td>
<td>0</td>
<td>$6.71</td>
<td>NONE</td>
</tr>
<tr>
<td><strong>Springfield</strong></td>
<td>$24.32</td>
<td>0</td>
<td>$9.39</td>
<td>NONE</td>
</tr>
</tbody>
</table>

**Ave.**

| $24.33 $875 | $5.63 | 12,000 | $30.14 | $35.22 | $40.31 | $45.74 | $51.07 | $57.41 | $63.24 | $69.07 | $74.50 | $80.74 | $86.57 | $92.40 |

**Median**

| $25.00 | 0 | $5.46 | 12,000 | $31.05 | $36.36 | $43.25 | $48.13 | $49.73 | $53.40 | $58.27 | $63.14 | $68.01 | $72.89 | $77.75 | $82.62 |

**Min.**

| $8.41 | 0 | $2.73 | 12,000 | $13.62 | $18.40 | $28.25 | $41.31 | $49.73 | $53.40 | $58.27 | $63.14 | $68.01 | $72.89 | $77.75 | $82.62 |

**Max.**

| $43.69 | 4,000 | $10.65 | 12,000 | $45.20 | $55.85 | $66.50 | $77.15 | $87.80 | $98.45 | $109.10 | $119.75 | $130.40 | $141.05 | $151.70 | $162.35 |
REGULAR AGENDA

ITEM #5,

ORDINANCE 1358
ORDINANCE NO. 1358

AN ORDINANCE REZONING FROM R-2 AND R-TH TO R-3
OF THOSE CERTAIN PARCELS OF LAND LYING WITHIN
THE CITY OF PANAMA CITY BEACH, FLORIDA,
CONTAINING APPROXIMATELY 20.82 ACRES; LOCATED
ON THE WEST SIDE OF ALF COLEMAN ROAD NORTH OF
PANAMA CITY BEACH PARKWAY; ALL AS MORE
PARTICULARLY DESCRIBED IN THE BODY OF THE
ORDINANCE; REPEALING ALL ORDINANCES OR PARTS
OF ORDINANCES IN CONFLICT HEREWITH; AND
PROVIDING THAT THIS ORDINANCE SHALL TAKE
EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, Highland Land Company LLC, the owner of the real property designated
herein, has initiated this ordinance by filing a petition with the City praying that said real
property, being more particularly described below be rezoned from R-2 AND R-TH to R-3 as
shown below; and

WHEREAS, this ordinance changes only the zoning map designation of the real property
described herein; and

WHEREAS, the City of Panama City Beach Planning Board reviewed the proposed
zoning change for Parcel 1, conducted a public hearing on July 14, 2015, and recommended the
parcel remain zoned as R-TH (7-0); and

WHEREAS, the City of Panama City Beach Planning Board reviewed the proposed
zoning change for Parcels 2 and 3, conducted a public hearing on July 14, 2015, and
recommended the approval of the change from R-2 to R-3 for Parcel 2 and Parcel 3 (7-0); and
WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on September 24, 2015, the City found the requested changes to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

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

SECTION 1. The following described parcel of real property containing 4.936 acres situate within the municipal limits of the City of Panama City Beach, Florida is rezoned from R-TH to R-3, to wit

SEE ATTACHED AND INCORPORATED EXHIBIT A

SECTION 2. The following described parcels of real property containing 5.997 acres as to Parcel 2, and 9.884 acres as to Parcel 3, situate within the municipal limits of the City of Panama City Beach, Florida, are rezoned from R-2 to R-3, to wit,

SEE ATTACHED AND INCORPORATED EXHIBITS B AND C

And the City's zoning map is amended accordingly.

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

SECTION 4. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of
the City of Panama City Beach, Florida, this ___ day of ____________, 2015.

______________________________
GAYLE F. OBERST, MAYOR

ATTEST:

______________________________
DIANE FOWLER, CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ________________, 2015.

______________________________
GAYLE F. OBERST, MAYOR

PUBLISHED in the Panama City News-Herald on the ___ day of September, 2015.

POSTED on pcbgov.com on the ___ day of ____________, 2015.

______________________________
DIANE FOWLER, CITY CLERK
DESCRIPTION OF PARCEL 1: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 33 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 26 FOR A DISTANCE OF 766.94 FEET TO THE WEST LINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS WEST ALONG SAID WEST LINE FOR 708.54 TO THE W ESTERLY RIGHT OF WAY LINE OF ALF COLEMAN ROAD (150 FOOT RIGHT OF WAY); THENCE NORTH 37 DEGREES 46 MINUTES 08 SECONDS EAST ALONG SAID W ESTERLY RIGHT OF WAY LINE FOR 164.92 FEET TO THE EAST LINE OF SAID 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY AND THE POINT OF BEGINNING. THENCE CONTINUE NORTH 37 DEGREES 46 MINUTES 08 SECONDS EAST ALONG THE W ESTERLY RIGHT OF WAY LINE OF SAID ALF COLEMAN ROAD FOR 775.59 FEET TO THE SOUTH RIGHT OF WAY LINE OF VICTORIA FALLS LANE (60 FOOT RIGHT OF WAY); THENCE NORTH 52 DEGREES 02 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE FOR 76.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 35.00 FEET; THENCE W ESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 28.54 FEET, THE CHORD OF SAID ARC BEARING NORTH 75 DEGREES 24 MINUTES 38 SECONDS WEST FOR 27.76 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHW ESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 97.88 FEET, THE CHORD OF SAID ARC BEARING NORTH 52 DEGREES 02 MINUTES 33 SECONDS WEST FOR 87.38 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 35.00 FEET; THENCE NORTHW ESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 28.54 FEET, THE CHORD OF SAID ARC BEARING NORTH 28 DEGREES 40 MINUTES 29 SECONDS WEST FOR 27.76 FEET; THENCE NORTH 52 DEGREES 02 MINUTES 33 SECONDS WEST FOR 15.75 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 470.00 FEET; THENCE NORTHW ESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 309.21 FEET, THE CHORD OF SAID ARC BEARING NORTH 70 DEGREES 53 MINUTES 22 SECONDS WEST 303.68 FEET TO THE EAST LINE OF SAID 100 FOOT W IDE GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS WEST FOR 854.15 FEET TO THE POINT OF BEGINNING.

EXHIBIT A TO ORDINANCE NO. 1358
DESCRIPTION OF PARCEL 2: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 33 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 26 FOR A DISTANCE OF 766.94 FEET TO THE WEST LINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS WEST ALONG SAID WEST LINE FOR 708.54 TO THE WESTERLY RIGHT OF WAY LINE OF ALF COLEMAN ROAD (150 FOOT RIGHT OF WAY); THENCE NORTH 37 DEGREES 46 MINUTES 08 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 1614.71 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 37 DEGREES 46 MINUTES 08 SECONDS EAST FOR 97.61 FEET TO THE SOUTHERLY EDGE OF A DIRT LOGGING TRAIL; THENCE NORTH 59 DEGREES 11 MINUTES 20 SECONDS WEST ALONG SAID SOUTHERLY EDGE FOR 1087.54 FEET TO THE EAST LINE OF SAID 100 FOOT WIDE GULF POWER EASEMENT; THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS WEST ALONG SAID EAST LINE FOR 539.08 FEET TO THE NORTH LINE OF WATERFALL PHASE I, AS RECORDED IN PLAT BOOK 22, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID NORTH LINE FOR THE FOLLOWING COURSES: SOUTH 54 DEGREES 55 MINUTES 28 SECONDS EAST FOR 7.63 FEET; SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST FOR 8.26 FEET; NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST FOR 7.19 FEET; SOUTH 65 DEGREES 00 MINUTES 18 SECONDS EAST FOR 103.45 FEET; NORTH 41 DEGREES 20 MINUTES 10 SECONDS EAST FOR 16.28 FEET; NORTH 42 DEGREES 30 MINUTES 00 SECONDS EAST FOR 87.04 FEET; NORTH 66 DEGREES 24 MINUTES 07 SECONDS EAST FOR 8.46 FEET; NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST FOR 3.31 FEET; NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST FOR 1.45 FEET; NORTH 66 DEGREES 45 MINUTES 45 SECONDS EAST FOR 10.87 FEET; SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST FOR 10.74 FEET; NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST FOR 73.25 FEET; NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST FOR 8.49 FEET; NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST FOR 34.00 FEET; SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST FOR 8.49 FEET; NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST FOR 73.25 FEET; NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST FOR 8.49 FEET; NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST FOR 73.25 FEET; NORTH 00 DEGREES 00 MINUTES 38

EXHIBIT B TO ORDINANCE NO. 1358
SECONDS WEST FOR 24.93 FEET; NORTH 89 DEGREES 23 MINUTES 38 SECONDS EAST
FOR 36.08 FEET; SOUTH 43 DEGREES 27 MINUTES 56 SECONDS EAST FOR 90.14 FEET;
NORTH 35 DEGREES 06 MINUTES 59 SECONDS EAST FOR 98.85 FEET; SOUTH 75
DEGREES 15 MINUTES 12 SECONDS EAST FOR 60.24 FEET; SOUTH 57 DEGREES 39
MINUTES 16 SECONDS EAST FOR 34.63 FEET; SOUTH 08 DEGREES 17 MINUTES 25
SECONDS EAST FOR 103.30 FEET; SOUTH 74 DEGREES 51 MINUTES 11 SECONDS
EAST FOR 43.38 FEET; SOUTH 59 DEGREES 39 MINUTES 04 SECONDS EAST FOR 50.05
FEET; NORTH 59 DEGREES 52 MINUTES 17 SECONDS EAST FOR 119.29 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A
RADIUS OF 2418.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC
DISTANCE OF 69.96 FEET; THE CHORD OF SAID ARC BEARING SOUTH 52 DEGREES 36
MINUTES 26 SECONDS EAST FOR 69.96 FEET TO SAID WESTERLY RIGHT OF WAY LINE
OF ALF COLEMAN ROAD AND THE POINT OF BEGINNING.
DESCRIPTION OF PARCEL 3: COMMENCE AT THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY
COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 33 MINUTES 03 SECONDS EAST
ALONG THE NORTH LINE OF SAID SECTION 26 FOR A DISTANCE OF 766.94 FEET TO
THE WEST LINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY AS
RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY,
FLORIDA, THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS WEST ALONG SAID
WEST LINE FOR 708.54 TO THE WESTERLY RIGHT OF WAY LINE OF ALF COLEMAN
ROAD (150 FOOT RIGHT OF WAY); THENCE NORTH 37 DEGREES 46 MINUTES 08
SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 1712.32 FEET TO
THE SOUTHERLY EDGE OF A DIRT LOGGING TRAIL; THENCE NORTH 59 DEGREES 11
MINUTES 20 SECONDS WEST ALONG SAID SOUTHERLY EDGE FOR 1203.44 FEET TO
THE POINT OF BEGINNING. THENCE CONTINUE NORTH 59 DEGREES 11 MINUTES 20
SECONDS WEST ALONG SAID SOUTHERLY EDGE FOR 617.86 FEET; THENCE SOUTH 29
DEGREES 33 MINUTES 02 SECONDS WEST FOR 413.25 FEET; THENCE SOUTH 47
DEGREES 53 MINUTES 59 SECONDS EAST FOR 208.60 FEET; THENCE SOUTH 05
DEGREES 25 MINUTES 10 SECONDS EAST FOR 294.51 FEET TO THE NORTH LINE OF
WATER FALL PHASE I, AS RECORDED IN PLAT BOOK 22, PAGE 36 OF THE PUBLIC
RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 66 DEGREES 06 MINUTES 49
SECONDS EAST ALONG SAID NORTH LINE FOR 44.39 FEET TO THE WEST LINE OF
VICTORIA FALLS LANE (60 FOOT RIGHT OF WAY), SAID POINT BEING ON A CURVE
CONCAVE TO THE EAST HAVING A RADIUS OF 230.00 FEET; THENCE NORTHERLY
ALONG SAID CURVE FOR AN ARC DISTANCE OF 18.62 FEET; THE CHORD OF SAID ARC
BEARING NORTH 26 DEGREES 12 MINUTES 23 SECONDS EAST FOR 18.61 FEET;
THENCE SOUTH 61 DEGREES 28 MINUTES 31 SECONDS EAST FOR 60.00 FEET TO THE
BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 170.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 21.01 FEET, THE
CHORD OF SAID ARC BEARING SOUTH 24 DEGREES 59 MINUTES 03 SECONDS WEST
FOR 21.00 FEET; THENCE CONTINUE ALONG THE NORTH LINE OF SAID WATERFALL
PHASE I THE FOLLOWING COURSES: NORTH 89 DEGREES 59 MINUTES 22 SECONDS
EAST FOR 109.53 FEET; SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST FOR

EXHIBIT C TO ORDINANCE NO. 1358
31.73 FEET; NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST FOR 86.22 FEET; NORTH 26 DEGREES 11 MINUTES 27 SECONDS EAST FOR 5.59 FEET; NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST FOR 90.75 FEET; NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST FOR 57.94 FEET; SOUTH 67 DEGREES 49 MINUTES 13 SECONDS EAST FOR 17.95 FEET; SOUTH 61 DEGREES 36 MINUTES 53 SECONDS EAST FOR 133.86 FEET; SOUTH 63 DEGREES 18 MINUTES 33 SECONDS EAST FOR 35.15 FEET TO THE WEST LINE OF SAID 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY; THENCE NORTH 00 DEGREES 26 MINUTES 28 SECONDS EAST ALONG SAID WEST LINE FOR 579.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT C (CONTINUED) TO ORDINANCE NO. 1358

AGENDA ITEM # 5
PLANNING BOARD OF THE
CITY OF PANAMA CITY BEACH

IN RE: REQUEST FOR REZONING of three parcels of approximately 20.8 acres from R-TH (Town Homes) and R-2 (Limited Multi-Family) to R-3 (Unlimited Multi-Family) located on the west side of Alf Coleman Rd, north of PCB Parkway. Parcel ID 34025-020-000.

Submitted by: Highland Land Company, LLC

ORDER

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on July 13, 2015, for rezoning of approximately 20.8 acres from R-TH (Town Homes) and R-2 (Limited Multi-Family) to R-3 (Unlimited Multi-Family) hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT
1. Planning Department Staff delivered information to the Planning Board that recommended approval of the rezoning request.
2. The Planning Board listened to the applicant’s request and recommended approval of 2 of the 3 parcels. Parcel 3 and 2 of the request were recommended for approval and parcel 1 was recommended to remain R-TH with a 7 to 0 decision.

CONCLUSIONS OF LAW
3. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04 and 10.07.02 of the City’s Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial hearing on these matters and make a recommendation to the City Council on whether the request should be granted by adoption of ordinances.
4. The requested rezoning is consistent with the City’s Comprehensive Plan.
THEREFORE, IT IS ORDERED AND ADJUDGED that the subject rezoning of Parcel 2 and 3 is hereby recommended for APPROVAL and Parcel 1 is hereby recommended for DENIAL and accordingly, the associated Ordinance should be ADOPTED.

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

DONE this 20 day of July, 2015.

CHAIRMAN ED BENJAMIN

ATTEST:

MEL LEONARD, DIRECTOR OF BUILDING AND PLANNING
Legend

- City Limits
- Roads:
  - Major
  - Minor
  - Unnamed
- Trail
- PCB_Parcel
DATA AND ANALYSIS

I. APPLICANT: Highland Land Company

II. PROJECT LOCATION: The site is located on the west side of Alf Coleman Road North of Panama City Beach Parkway. (see attached maps).

III. REQUEST: This request is for a rezoning of 3 parcels approximately 4.93 acres, 5.99 acres and 9.88 acres from R-TH and R-2 to R-3.

IV. REASON FOR REQUEST: The applicant’s representative has stated the applicant is requesting the change to allow for the development of an assisted living facility which is not allowed under the RTH and R-2 zoning designation.

V. PLAN AMENDMENT: A small scale plan amendment is not required for this request.

VI. EVALUATION:

A. IMPACT ON PUBLIC FACILITIES:

1. Roads: According to the 2015 Panama City Beach Traffic Data Summary, the adjacent segment of Panama City Beach Parkway has an annual average daily traffic volume of 43,000 trips. As a result of previously approved construction projects, there may be an additional 5,971 trips generated along this corridor, which may increase future traffic to 48,971 trips or (4,652 peak hour trips) Level of Service F.

   The applicant will be required to carry out a detailed traffic impact analysis as part of any future Development Order process and a proportionate fair share contribution to roadway capacity improvements may be required.

2. Potable Water: The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The term of the agreement is through 2042 and states that 26.4 million
gallons per day (mgd) will be available to the City with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in the year 2020. The current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has completed construction of two (2) 7 million gallon storage tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

It is estimated the average citizen consumes 125 gallons per day. Daily water demand ranged from 8.1 mgd to 15.0 mgd on a monthly average, with an annual average of 10.7 mgd. The maximum single-day demand was 16.5 mgd. The County's projected available capacity to supply potable water to the City was to be 28.4 mgd, which leaves an excess monthly average capacity ranging from 20.3 mgd to 13.4 mgd with an annual average excess of 17.7 mgd. The excess on the single-day maximum is expected to be 11.9 mgd.

The City also operates a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that 20% of total potable water consumption previously used by similar developments, will be replaced by reclaimed water in these new subdivisions.

3. **Sewer:** The City has completed two construction projects which enable the City wastewater treatment plant (WWTP) to highly treat 14 mgd on a monthly average basis and have eliminated the former effluent discharge into West Bay. The upgrades to the treatment plant also improve treatment quality to Advanced Wastewater Treatment (AWT) standards. An accompanying project to construct a wetlands effluent discharge system at a 2,900 acre facility containing 2,000 acres of receiving wetlands became operational in April 2011. A 36-inch diameter, 4.5 mile long transmission main from the WWTP to the wetland site was also constructed. As a result of these two projects, FDEP closed a consent order case file related to the effluent discharge location and the City now has 14 mgd monthly average treatment and disposal capacity. Monthly average plant flows ranged from 3.7 mgd to 11.6 mgd on a monthly average. The City's reclaimed water system referenced in the Potable Water section above has been in operation since 2006 and provided between 1.0 and 2.9 mgd of irrigation water per month in the last fiscal
year, depending on the time of year and demands, to residential and commercial areas of the City.

The wastewater system has been growing at a faster rate than the water system since a significant portion of the City utility service area had water service, but no sewer service for many years. The City has systematically constructed sewer collection systems in older neighborhoods, with seven being completed since 2003. Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly the City has planned for facilities to be upgraded to coincide with the increased demand.

4. Solid Waste: Solid waste generated in Panama City Beach is transported to the Bay County Resource Recovery Plant or the landfill for disposal (Steelfield Landfill). The 620 acre landfill (155 acres permitted of which 47 acres are filled and 13 acres are in operation) has a life expectancy of 28 more years. The landfill has recently begun to recycle scrap metal which will extend the life expectancy of the facility.

The County Resource Recovery Plant handles the majority of the burnable municipal solid waste for all of Bay County and limited amounts of other surrounding counties waste. Non-burnable solid waste is placed in Steelfield Rd. landfill. Solid waste generated by Bay County makes up 84% of the facilities maximum capacity. The facility usually operates at 100% capacity with Bay County’s waste having first priority.

B. SITE SUITABILITY:

1. Wetlands: According to information supplied by Bay County GIS there appears to be wetlands located on the subject site (see attached wetland map). Therefore as part of any future development of the site, the applicant will be required to follow the wetland protection measures addressed in Chapter 3 of the City’s Land Development Code.

2. Plant and Wildlife Resources: Information regarding natural resources is based on information from the Florida Natural Areas Inventory “FNAI”, which is a non-profit organization administered by Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida’s biological diversity.

Maps Supplied by FNAI appear to identify the subject area as an area which does not have any significant natural resources.
3. **Flood Zones:** According to Bay County GIS the subject parcel is identified as being located in flood zones AE 8, 9, 10 and X. Therefore future development plans will be required to follow the standards addressed in Chapter 3 Floodplain Management of the City’s Land Development Code.

C. **COMPATIBILITY WITH SURROUNDING LAND USES:**

Compatibility has generally been defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

Surrounding parcels to the west and north are outside the City limits and zoned Timberland, parcels to the south are CH and parcels to the east are zoned Conservation and Public Facilities.

If the applicant’s rezoning request is approved from RTH / R-2 to R-3, the maximum allowable height will increase from 35’ to 55’. In addition allowable density will increase from 12 units per acre in the RTH zone (parcel 1) to 40 units per acre, thus allowing additional dwelling units and the associated increase in traffic. Those parcels with R-2 zoning will remain at 40 units per acre.

The requested rezoning may allow uses such as Bed and Breakfasts and licensed facilities with 15+ people which the applicant is proposing.

The proposed rezoning has the potential to increase the density of parcel 1 and increase adjacent traffic and noise. However the development of the site for an assisted living facility may decrease both density and traffic.

D. **URBAN SPRAWL ANALYSIS:**

The City uses 13 specific indicators that test to determine if a proposed plan amendment promotes urban sprawl. When applying these 13 indicators to the proposed zoning change, it appears the requested change does not promote urban sprawl.

**CONCLUSION:** After evaluating all of the factors associated with this requested rezoning, staff does not object to the rezoning.
REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant:
Name(s): Highland Land Company, LLC
Address: 6615 W. Boynton Bch Blvd, Suite 341
City: Boynton Beach State: FL Telephone: 561-509-8786 Fax: 
Email: louweltman@gmail.com

Name of Acting Agent: Robert Carroll, McNeil Carroll Engineering, Inc.
Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Parcel Number of Property for Zoning or Rezoning: 34025-020-000
Address/Location of Property for Zoning or Rezoning: Alf Coleman Road

Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of ten (10) copies.

Small Scale Amendment: $1500.00 Large Scale Amendment: $2100.00 Date Collected 1/9/2015
If a plan amendment is necessary, please provide an analysis of the consistency of the proposed amendment with all requirements of the Comprehensive Plan and LDC.

The procedure for review of application is found in Sections 10.02.01 and 10.02.10 of the LDC.

Basic Submittal Requirements - LDC Section 10.02.02

Name: Highland Land Company, LLC
Address: 6615 W. Boynton Beach Blvd, Suite 341 Email Address: louweltman@gmail.com
City: Boynton Beach State: FL Telephone: 561-509-8786 Fax: 
Date of Preparation: ______________ Date(s) of any modifications: __________________

Legal Description: (Consistent with the Required Survey) See enclosed survey

A vicinity map showing the location of the property.

Present Zoning Designation: R-2, R-TH Requested Zoning Designation: R-3 Future Land Use Map: ___

Deed Restrictions or Private Covenants apply to this property: __Yes (Please submit a copy) X No
Applicant's Signature(s):

HIGHLAND LAND CO. LLC.

Print Name of Applicant

Date: June 16, 2015

Print Name of Applicant

Date:

FEES:

Rezoning Application Fee: $900.00 X

Small Scale Amendment Fee: $1500.00 Includes the rezoning fee.

Large Scale Amendment Fee: $2100.00 Includes the rezoning fee.

Date Collected: 6/18/2015

AGENDA ITEM # 5
CITY OF PANAMA CITY BEACH
PUBLIC NOTICE OF REZONING REQUEST

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Highland Land Company, LLC

ADDRESS/LOCATION: Alf Coleman Road Road
                Panama City Beach, FL 32413

This is being requested because; the current Zoning of R-Th and R-3 do not allow assisted living Facilities. We are requesting the zoning be changed to R-3 to allow assisted living to be Constructed on this parcel

MEETING INFORMATION:

Date: 13 July 2015

Time: 2:00 P.M.

Place: City Council Meeting Room, 110 S. Arnold Road, Panama City Beach

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5054, ext. 2313.
Bay County Appraiser

Parcel: 34025-020-000 Acres: 22.272

Name: HIGHLAND LAND COMPANY, LLC
Site: 23 3S 16W -1.2-
Sale: $1,541,700 on 06-2004 Reason=Y Qual=Q
Address: 6615 W. BOYNTON BCH BLVD
          SUITE 341
          BOYNTON BEACH, FL 33437

Land Value: 618,048
Building Value: 0
Misc Value: 0
Just Value: 618,048
Assessed Value: 618,048
Exempt Value: 0
Taxable Value: 618,048

Bay County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 06/23/15: 10:50:40

AGENDA ITEM #: 5
SPECIAL WARRANTY DEED

THIS INDENTURE, made this 25th day of June, 2004, between THE ST. JOE COMPANY, a Florida corporation ("Grantor"), having an address of 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32207, in favor of SOUTHERN COASTAL CONSTRUCTION & DEVELOPMENT, LLC, a Georgia limited liability company ("Grantee"), having an address of 1437 U.S. Highway 19, Leesburg, Georgia 31763.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee his successors and assigns forever, the following described land, situate, lying and being in the County of Bay, State of Florida (the "Property"), more particularly described on Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: Ad valorem taxes for 2004 and subsequent years, and all dedications, easements, restrictions and other matters of record, and any rights, easements, interests or claims which may exist or arise by reason of rights-of-way, dirt roads, trail roads, paths, power or other utility lines, fences or improvements of any kind located on the Property, encroaching from the Property onto adjacent lands, or encroaching from adjacent lands onto the Property (together, the "Permitted Exceptions").

AND Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor (other than claims related to the Permitted Exceptions), its successors and assigns, and not otherwise.

By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions:

1. PROPERTY USE RESTRICTIONS.

1.1. Permitted Uses. The Property shall be occupied and used solely for residential purposes (including multifamily) and associated activities such as a rental office, recreational areas or other customarily associated activities, excluding those uses described in Exhibit "B" attached hereto. Further, no more than ten (10) residential units per acres shall be constructed on the Property (the uses permitted as provided herein are the "Permitted Uses").

1.2. Legal Compliance. Notwithstanding anything to the contrary herein,
Grantee agrees to use and occupy the Property in strict accordance with applicable land use and zoning laws, rules and ordinances and with all applicable statutes, rules, permits and ordinances enforceable by the United States Army Corps of Engineers, Florida Department of Environmental Protection and all other local, state and federal authorities having jurisdiction over the Property and the Permitted Uses. Without limiting the generality of the foregoing, Grantee shall strictly comply with all statutes, rules and ordinances pertaining to the handling, storage, and transportation of any hazardous, toxic or similarly dangerous substances, and Grantee shall hold harmless, indemnify and defend Grantor from loss, cost, damage or expense incurred by Grantor and arising as a result of a violation by Grantee of any such statute, rule, ordinance, or permit. Grantee shall not conduct any business upon the Property which shall constitute a public nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary exterior lighting such as flashing lights, search lights, or the like.

1.3. Deed Restrictions. Grantee shall not be permitted to occupy and use the Property for any of the uses listed on Exhibit “B” attached hereto and made a part hereof (the “Deed Restrictions”) unless otherwise consented to by Grantor.

1.4. No Implication. None of the restrictions contained in this Deed shall constitute easements or restrictions upon Grantor’s adjacent property and the provisions contained therein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property.

2. MISCELLANEOUS.

2.1. Successors and Assigns. The rights, covenants and restrictions contained herein shall run with the title to the Property and be binding upon Grantee and all subsequent owners of the Property, or any portions of the Property.

2.2. Remedies for Default. The covenants, conditions and easements contained herein constitute obligations running with title to the Property and shall be enforceable by the Grantor, and its successors and assigns. To the extent that Grantee, its successors or assigns shall default in its obligations pursuant to the terms of this Deed, Grantor and its successors and assigns shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained, including specific performance, recognizing that damages may be an inadequate remedy.

2.3. Severability. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

2.4. Waiver of Restrictions and Assignment. This Deed constitutes an agreement between Grantor and Grantee as to all provisions contained herein. Notwithstanding anything contained herein to the contrary, this Deed is not intended nor shall it be construed to
create any rights or remedies as to any third parties. Grantor may, at its sole election, waive or cancel any of the restrictions set forth herein in whole or in part at any time or from time to time and/or may assign any and all of its rights, powers, and privileges under this Deed to any other corporation, association or person, without the consent or joinder of any other party.

2.5. Memorandum of Agreement. Concurrent with the recording of this Special Warranty Deed, Grantor and Grantee have also recorded a Memorandum of Agreement which provided for certain repurchase rights, easements and agreements, which: i) survive the closing of the sale and conveyance of the Property; ii) are intended to become and shall be construed as covenants and agreements running with the title to the Property; and iii) shall be binding upon, and inure to the benefit of Grantor and Grantee and their respective successors and assigns. All successors and assigns of Grantee shall be deemed by acceptance of title to the Property to be bound by the terms of the Memorandum of Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be duly executed in their respective names and their seal to be hereeto affixed by their respective undersigned officer thereunto lawfully authorized the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]
Signed, seal and delivered in the presence of:

Name: Susan G. Whistler

THE ST. JOE COMPANY,
A Florida corporation

BY: Michael N. Regan
As Its Senior Vice President

__/3/, 2004, by Michael N. Regan, as Senior Vice President of THE ST. JOE COMPANY, a Florida corporation, on behalf of the corporation.

Name: Patty Yates

STATE OF FLORIDA )
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 24th day of June, 2004, by Michael N. Regan, as Senior Vice President of THE ST. JOE COMPANY, a Florida corporation, on behalf of the corporation.

(Signature)

NOTARY PUBLIC, State of Florida
Commission # ___________
My Commission Expires: _________
[ ] Personally Known OR [ ] Produced I.D.
[check one of the above]
Type of Identification Produced: __________

AGENDA ITEM #5
Signed, seal and delivered in the presence of:

Name: John A. Everett

SOUTHERN COASTAL CONSTRUCTION & DEVELOPMENT, LLC,
a Georgia limited liability company

BY: George C. McIntosh
As Its: MANAGER

Name: Suzanne R. Sengstacer

STATE OF GEORGIA
COUNTY OF THOMAS

The foregoing instrument was acknowledged before me this 1st day of June, 2004, by George C. McIntosh, as the Manager of SOUTHERN COASTAL CONSTRUCTION & DEVELOPMENT, LLC, a Georgia limited liability company, on behalf of the company.

Julie M. Stephens
(Print Name: Julie M. Stephens)
NOTARY PUBLIC, State of Florida-Georgia
Commission #
My Commission Expires: [ ] Personally Known OR [ ] Produced I.D.
(check one of the above)
Type of Identification Produced:

(06101629.DOC.)
EXHIBIT "A"

THE PROPERTY

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 25 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 26, FOR A DISTANCE OF 767.13 FEET TO THE WEST BOUNDARY LINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT-OF-WAY AS RECORDED IN DEED BOOK 153, PAGE 567, PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE, RUN SOUTH 00 DEGREES 25 MINUTES 25 SECONDS WEST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 708.11 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ALF COLEMAN ROAD (HAVING A 150 FOOT WIDE RIGHT-OF-WAY); THENCE LEAVING SAID WEST BOUNDARY LINE, RUN NORTH 37 DEGREES 46 MINUTES 46 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1711.78 FEET TO THE APPROXIMATE SOUTHERLY EDGE OF A DIRT LOGGING TRAIL; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 59 DEGREES 10 MINUTES 42 SECONDS WEST, ALONG SAID APPROXIMATE SOUTHERLY EDGE OF DIRT LOGGING TRAIL, FOR A DISTANCE OF 1821.30 FEET; THENCE LEAVING SAID DIRT LOGGING TRAIL, RUN SOUTH 29 DEGREES 33 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 413.25 FEET; THENCE RUN SOUTH 47 DEGREES 53 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 208.60 FEET; THENCE RUN SOUTH 05 DEGREES 24 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 294.34 FEET; THENCE RUN SOUTH 00 DEGREES 37 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 776.95 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT-OF-WAY AS DESCRIBED AND RECORDED IN DEED BOOK 153, PAGE 568 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

SAID PARCEL OR TRACT OF LAND LYING IN AND BEING A PORTION OF SECTIONS 23 AND 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA.

PLUS EASEMENT RIGHTS GRANTED IN OR BOOK 2453 PAGE 1494 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
EXHIBIT “B”

THE DEED RESTRICTIONS

The Property shall not be used for any of the following uses:

1. Any public or private nuisance.
2. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness.
3. Any obnoxious odor.
4. Any noxious, toxic, caustic or corrosive fuel or gas.
5. Any dust, dirt or fly ash in excessive quantities.
6. Any fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks.
7. Any assembly, manufacture, distillation, refining, smelting, agriculture or mining operations.
8. Any lot for sale of new or used motor vehicles, labor camp or animal raising.
9. Any drilling for and/or removal of subsurface substances.
10. Any dumping of garbage or refuse.
11. Any car washing establishment (unless incidental to an automotive service station), mortuary or similar service establishment.
12. A dry cleaning or laundry plant or facility (except for an establishment which receives and dispenses items for laundry and/or dry cleaning but the processing thereof is done elsewhere).
13. Any shooting gallery or target range.
14. Any prostitution or "adult" peep shows, pornographic book stores or pornographic novelty shops.
15. A theater of any kind.
16. A so called "head shop".
17. A bingo parlor or other establishment conducting games of chance.
18. A billiard parlor or pool room.
19. A sales office, showroom or storage facility for boats, automobiles, trucks or other vehicles or crafts.
20. A pawn shop.
21. A discotheque or dance hall.
22. A stockyard.
23. An off-track betting parlor or establishment.
24. An amusement arcade or game room.
25. A business selling so called "second hand goods".
27. A recycling facility.
28. A house of ill repute.
29. A "strip joint" or any so called "juice bars".
30. Any so called "flea market".
31. An industrial factory or any business manufacturing products for sale at retail outlets.
32. Any check cashing, pay day loan or title loan business.
33. A funeral house.
34. Any commercial uses.
Legend

- City Limits
- Major Roads:
- Minor Roads:
- Unnamed Roads:
- Trail
- PCB_Parcels

Legend

- Planned Unit Development (PCB)
- Commercial-Medium Intensity (CM PCB)
- Commercial-High Intensity (CH PCB)
- Conservation C (PCB)

Prepared by The City of Panama City Beach Planning Department
The meeting was called to order by Chairman Benjamin at 2:00 p.m. and Mr. Silky was asked to call the roll. Members present were Mr. Duran, Mr. Dowgul, Ms. Pease, Mr. Turner, Mr. Malka, Ms. Cook and Chairman Benjamin.

Chairman Benjamin introduced the board minutes from the April 13, 2015 meeting and asked if there were any comments or corrections to the meeting minutes. Ms. Cook made a motion to approve the meeting minutes and it was seconded by Ms. Pease. Mr. Silky was asked to call roll.

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Mr. Duran</td>
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<tr>
<td>Mr. Dowgul</td>
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<td>Ms. Pease</td>
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<td>Mr. Turner</td>
<td>Yes</td>
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<td>Mr. Malka</td>
<td>Yes</td>
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<td>Ms. Cook</td>
<td>Yes</td>
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<tr>
<td>Chairman Ben</td>
<td>Yes</td>
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Chairman Benjamin asked if Mr. Silky had any updates for the board regarding “fence height” as requested from the board at the last meeting. Mr. Silky commented there were no updates at this time.

**ITEM NO. 1 Request for a rezoning of an Overlay District from Front Beach Overlay 2 (FBO-2) to Front Beach Overlay 4 (FBO-4). The request will not change the underlying Zoning district of Commercial High Intensity (CH) or the Future Land Use Designation Tourist. The subject property is approximately 2.03 acres located at 17607 and 17609 Front Beach Road.**

Chairman Benjamin introduced the agenda item and Mr. Silky asked each member if they had anything to disclose under the Jennings Act.

Mr. Duran, nothing to disclose. Mr. Dowgul, nothing to disclose. Ms. Pease, visited the property, but nothing to disclose. Mr. Turner, visited the property, but nothing to disclose. Mr. Malka, visited the site of 17607, 17609 and 17619. Ms. Cook, visited the property and heard community chatter, but, nothing to disclose. Chairman Benjamin, visited the property twice, but no comments from anyone.

Mr. Sean McNeil, 17800 Panama City Beach Parkway, agent for the applicant, Shalimar Holdings, LLC. He stated this is 2.03 acres and a natural extension of the overlay of FBO-4, which is to the east of the property. He stated there is no FBO-3 since it is only allowed on the north side of Front Beach Road. He stated he believes all the capacity is present to support a development of that intensity and density. Mr. McNeil stated they ask for a favorable recommendation to the council.

Ms. Pease stated the board had received two letters from citizens, which would be read, but she wanted to address their concerns on whether or not views were going to be obstructed and they felt they had been deceived about the information on the matter sent from McNeil Carroll’s office. Chairman Benjamin asked to address another matter and then the letters would be read into the record.

Chairman Benjamin asked about the parcel pages from the Bay County Property Appraiser’s office and the survey provided did not match in acreage. Discussion ensued. Mr. Silky stated the staff report was written based on the survey that was submitted and is probably accurate. He commented the property appraiser’s website has been incorrect on other occasions. Mr. McNeil stated he was unsure why the acreage did not match, but that he would deliver a sign/sealed survey to the office for the record. Chairman Benjamin referred to the larger piece of property and asked if the “build to line” could be identified on the survey. Mr. McNeil explained the Coastal Construction Control Line and the process through Department of Environmental Protection (DEP). Ms. Pease asked if the newer homes and buildings would be built in line with the existing developments along Front Beach Road instead of forward causing obstruction of view for the existing developments. Mr. McNeil stated generally the line of construction aligns up with the existing line along the beach. Ms. Pease commented this is done to ensure that new developments don’t create shading or obstruction to views for the neighboring properties and Mr. McNeil agreed. Discussion ensued.

Mr. Silky read aloud a summary of two letters of objection. (Letters made part of the record.)

Lisa M. Lueck, 17619 Front Beach Road stated her reason for objection are that the rezoning will increase the allowable height of the structures, increase traffic, increase noise and further overcrowding of the beach. She stated this would also impact her view to the east. Ms. Lueck also indicated she felt the notice received from Mr. McNeil was deceiving and there needs to be more explanation between FBO-2 and FBO-4.
Chairman Benjamin stated the decisions of the request from the board have to be determined from the guidelines of the Land Development Code (LDC). Ms. Myers explained the board’s recommendation is based on consistency with the LDC and the Comprehensive Plan, which Chairman Benjamin and Mr. Dowgul’s focus and comments have been from both. Ms. Myers commented to Mr. Dowgul’s point with regard to the traffic concurrency, this area of Front Beach Road is located in a Transportation Concurrency Exception Area. She stated, therefore she did not think it was appropriate to consider the traffic impacts for the increased dwelling units on this property as part of the decision. Mr. Dowgul commented he did not know how they could not consider since Highway 98 is choked in this area. Ms. Myers commented the developer of a future project would be responsible for traffic impact fees, which would be used for this area. Mr. Silky explained that projects cannot be objected or refused in areas where roads are over capacity, but there is a Proportionate Fair Share Program in place where funds collected will go toward increasing road capacity. Discussion ensued. Chairman Benjamin suggested leaving the one lot within the FBO-2 district to maintain consistency and granting the request for the adjacent lot, which would reduce the size of the building height allowed due to less acreage. Mr. Silky read aloud some of the incentives offered that would allow for additional height. The board discussed the height of the surrounding properties.

Mr. McNeil stated there is building entitlement to the property, then it has to be designed choosing to use the incentive package or not. He commented his clients request is to rezone to FBO-4, which allows for a building height of 150 feet to 220 feet with incentives.
Mr. Dowgul stated he wanted to sum up his position in that the board is obligated to follow the Comprehensive Plan. He stated the state requires the city's Comprehensive Plan follows the State's Comprehensive Plan in which that plan requires the infrastructure have concurrency capacity for the growth. Mr. Dowgul stated following the logical train of thought the city has already exceeded the transportation capability in this area. He stated for those reasons he feels the zoning should remain FBO-2. Ms. Cook asked how the city is in comparison to the state Comprehensive Plan. Mr. Silky commented the city's last submitted plan had no objections and was approved and believes that we are following the state Comprehensive Plan. A discussion ensued on the completion of traffic studies and collection of funds for road improvements.

Chairman Benjamin stated again the suggestion of maintaining the FBO-2 zoning on the smaller lot with the residential home and approving the larger lot, which would reduce the building height buildable on the lot. Ms. Pease spoke to the incentives that were in place to allow for a more appealing look to the future developments. She stated the intent is not to minimize lot sizes for the incentives not to be applied. She commented there were already two large buildings on either side of this property. Ms. Pease asked if there were any plans in place to widen any roads as they have completed on South Thomas Drive. Mr. Silky stated the completed roadwork on South Thomas is planned to be done throughout the city.

Ms. Pease made a motion to accept the rezoning as presented and it was seconded by Ms. Cook. Mr. Silky was asked to call roll.

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<tr>
<td>Mr. Duran</td>
<td>Yes</td>
<td>Mr. Turner</td>
<td>Yes</td>
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<tr>
<td>Mr. Dowgul</td>
<td>No</td>
<td>Mr. Malko</td>
<td>Yes</td>
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<tr>
<td>Ms. Pease</td>
<td>Yes</td>
<td>Ms. Cook</td>
<td>Yes</td>
</tr>
<tr>
<td>Chairman Benjamin</td>
<td>No</td>
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Mr. Silky stated it is recommended to city council for approval.

**ITEM NO. 2 Request for a rezoning from R-TH (Town Homes and R-2 (Limited Multi-Family) to R-3 (Unlimited Multi-Family). The subject property is approximately 20.8 acres located on the west side of Alf Coleman Road, across from Arnold High School and north of Panama City Beach Parkway.**

Chairman Benjamin introduced the agenda item and Mr. Silky asked each member if they had anything to disclose under the Jennings Act.

Mr. Duran, nothing to disclose. Mr. Dowgul, nothing to disclose. Mr. Turner, nothing to disclose. Mr. Malko, nothing to disclose. Ms. Cook, visited the property, but nothing to disclose. Chairman Benjamin, visited the property but nothing to disclose. Ms. Pease, spoke hello to a resident before meeting, but nothing to disclose.

Mr. Sean McNeil, 17800 Panama City Beach Parkway, representing Highland Land Company, LLC and they want to rezone the property to R-3. He stated this would allow them to continue to develop townhomes and also build an assisted living facility, which R-3 would allow for more than fifteen (15) residents in the facility. Mr. McNeil explained the R-1 and R-2 zones limit the amount of residents up to seven (7) in the facility. He stated this is the reason for the request of the rezoning.

Ms. Pease asked how many total units could be built on the property under the current zoning and how many if the zoning were to change. Mr. McNeil stated they had plans for forty-four (44) townhomes and the assisted living facility. Mr. McNeil explained the assisted living facility would be a bigger footprint on the property, because of the required parking and the building itself. Chairman Benjamin asked for the building height of the current buildings on site. Mr. McNeil commented they were two and three stories. Chairman Benjamin asked if the rezoning was granted would fifty-five (55) feet be allowed throughout the development and Mr. McNeil replied, yes. Chairman Benjamin stated he was opposed to allowing fifty-five (55) feet on Parcel One. (A survey showing all parcels was submitted for record.) Mr. McNeil commented Parcel One is not part of the development plan at the moment. Chairman Benjamin commented a rezoning would allow for fifty-five (55) feet in height for that area. Ms. Pease asked how many acres were in Conservation in Parcel One. Mr. McNeil did not. Discussion ensued on the wetland area within Parcel One. Ms. Cook commented she was concerned about traffic in the area due to the location across from Arnold High School. Chairman Benjamin asked the board if they had given any thought to leaving Parcel One as RTH, current zoning and keeping the height down to thirty-five (35) feet, no comments.

Chairman Benjamin opened the meeting for public comment.

Mimi Batrony, 111 Barefoot Falls, commented she would like to see Parcel One remain in the current zoning to not have the height of fifty-five (55) feet. She asked what this development would
existing one is very small and narrow. He commented he is still concerned if the rezoning occurs comment there would need to be another entrance and exit to the new development since the common amenities and pool for the residents. Mr. Patel stated as far as the traffic discussion, this is and this project does not move forward there would be an apartment complex built in his backyard.

Marvin Bryan, 4805 Hispanolia Street asked if approval was granted for the rezoning can something else go on the site other than the assisted living facility. Chairman Benjamin stated he would be allowed to build whatever is allowed within the zoning of R-3. He commented he believed Parcel One to be a Conservation area and would the applicant be allowed to change this in the request. Mr. Silky explained there are wetlands and conservation on the site among other issues. Ms. Pease commented they could build through the DEP process, but could be difficult. She stated she was unsure about changing the conservation area. Mr. Silky stated the City did not have this zoned Conservation. Ms. Myers commented if there is a conservation easement that is encumbering the land held by the State it generally cannot be developed, but she is unsure since she has not seen the title information on the property. She commented the City cannot change this from Conservation if it is in fact an easement held by the State it is perpetual, will be there forever. Chairman Benjamin read aloud the uses allowed in R-3 zoning. Mr. Bryan also commented he understood the proposed Back Back Beach Road had plans to go all the way across to this area. He commented if this does extend this far the area would not be beneficial for an assisted living in this area. Mr. Silky commented he knew only of plans for Back Back Beach Road to extend to Gulf Boulevard at this time.

John Reichard, 11757 Front Beach Road, Councilman, Ward I commented the discussions of Back Back Beach Road are in the planning stage and have not yet been approved. He explained the Loop Road, which is at the end of Pier Park Drive will connect this road to Highway 79 is only in the exploration stages. He commented the speculation is this road connection would be a first step for an east bound Back Back Beach Road. Mr. Reichard stated there are two lots available that would allow the road to go through Colony Club, which all of this in the planning stages. He stated that he is on the Transportation Planning Organization of Bay County as representative for the City along with Mayor Oberst and they are lobbying for steps to correct the traffic congestion on the beach. Mr. Reichard commented the impact fees collected for North Pier Park complex cannot be used to correct the traffic situation for Colony Club, as example, the money goes toward the area where collected. He commented he felt that Back Back Beach Road would be taken very seriously and that Front Beach Road and Back Beach Road are State highways.

Chase Patel, 150 Grand Heron Drive representing the group that is purchasing the land from the current bank owners. He stated the reason for the request is that they are looking to develop a senior facility. He wanted to clarify some of the comments made on the project. He stated it is going to be an independent living facility, less medical driven. He explained the market is showing a demand for such a facility for individuals between the ages of 55 to 75 not needing daily medical needs, but desiring such a place with concierge, food services and housekeeping. He stated in order to develop such a facility they need the rezoning. He explained this is not townhomes, but independent cottages as two duplex single stories, 1200 square foot footprint with 400 square foot garage, so 1600 square footage per unit; planning for 20 units attached together, therefore 40 total units. He stated the three story building will be the maximum building height would house the common amenities and pool for the residents. Mr. Patel stated as far as the traffic discussion, this is an independent living facility so there will be residents who will be driving and for those that cannot the concierge services will be offered. He commented on Parcel One that it is approximately five acres and has wetlands within and will be very hard to build. He stated there are no immediate plans to build on that parcel at this point, but if in the future it will be an extension of the independent living, limited to a single story building.

Robbie Willis, 102 Fossil Falls Lane located within the existing development. He asked if there will be a private entrance and exit into the facility and Mr. Patel commented yes. He commented that knowing this was the developer who developed the facility Grand Heron made him feel better to the future of the area.

Nick Tomlinson, 109 Barefoot Falls located within the existing development. He wanted to comment there would need to be another entrance and exit to the new development since the existing one is very small and narrow. He commented he is still concerned if the rezoning occurs and this project does not move forward there would be an apartment complex built in his backyard.
There were no other comments from the public; therefore this portion of the meeting was closed and
opened up for board discussion. The board’s discussion ensued on Parcel One and whether or not it
was deemed Conservation from the State. Ms. Myers commented from speculation on her part it
appears from the prior Conservation easements she has seen in the area this cannot be disturbed,
they are perpetual, the State holds them, and they don’t require a rezoning. She commented they do
substantially limit the development of land. Chairman Benjamin stated he was opposed to
capability of going to five stories on Parcel One. He stated he also shares the concerns with the
audience that once it is rezoned there is no guarantee to the future development. Chairman
Benjamin asked Mr. McNeil to comment on Parcel One.

Mr. McNeil stated it is currently zoned RTH. Mr. McNeil stated his client Mr. Patel has a more
vested interest in the property, but at this time is not able to elaborate any other details. He stated
there is a deed restriction on the property. He stated the deed restriction limits the development to
ten residential units per acre. Mr. Dowgul commented it also states to not allow commercial uses.
Chairman Benjamin commented his conversation with Mr. Leonard stated the deed restriction is not
in the scope of the Planning Board, but a legal document between property owners. Ms. Myers
commented the deed restrictions are not relevant to the board’s decision. Discussion ensued.

Ms. Pease made a motion recommending Parcel One to remain as RTH and approve the rezoning
request on Parcel Two and Parcel Three to R-3 (Unlimited Multi-Family) and it was seconded by
Mr. Malko. Mr. Silky was asked to call roll.

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<td>Chairman Benjamin</td>
<td>Yes</td>
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Mr. Silky stated it is recommended for approval to City Council that Parcel One to remain RTH and
Parcel Two and Parcel Three be rezoned to R-3 (Multi-Family).

Mr. McNeil commented RTH zoning, which is the current zoning is not desirable for Parcel One
and asked if the board would amend to allow for R-2 zoning on Parcel One. Ms. Pease asked how
the zoning change would help on Parcel One if it is not buildable. Mr. McNeil commented there is
some buildable space on the parcel. Discussion ensued. Ms. Myers instructed Mr. McNeil on how
to proceed. Mr. McNeil stated they would go forward on what the board has recommended.

Old Business: Mr. Dowgul asked about prior discussions from the board concerning sidewalks.
He commented around Frank Brown Park, along Highway 98 on the north side there are no
sidewalks. Mr. Silky commented he was not aware of anything in the works at the moment. Mr.
Dowgul commented it is a short distance needing sidewalks, the entrance to Frank Brown Park to
Pier Park Drive on the north side of the road. Mr. Silky stated he would follow-up with Mr.
Leonard for any updates.

The meeting was adjourned at 3:40 p.m.

DATED this __________ day of ______________, 2015

Edward Benjamin, Chairman

ATTEST:

Charles Silky, Secretary
REGULAR AGENDA
ITEM #6,

PELICAN POINTE
APARTMENTS
Pelican Pointe Apartments

North Side of Clarence Street, approximately 900' east of the intersection with Middle Beach Road,

Panama City Beach, FL

Executive Summary

September 10, 2015
Pelican Pointe Apartments is a planned new construction, multi-family apartment community with 78 residences, a central core amenity center and related outdoor recreational amenities. The development will be financed with Low Income Housing Tax Credit (LIHTC) equity, conventional debt, Florida Housing Finance Corporation State Apartment Incentive Loan (SAIL), local governmental contributions and a deferred developer fee. The property is located on the north side of Clarence Street approximately 900' east of the Clarence Street and Middle Beach Road intersection in Panama City Beach, Bay County, Florida. This site is approximately 9.86 acres of vacant land. The site map is attached.

Pelican Pointe will a 4 story wood frame, garden-style construction targeting working families. Amenities will include a swimming pool, outdoor recreational, picnic pavilion, a dog park, cabanas, fitness center, library, computer center and a walking path. Units are spaciously designed and feature walk-in closets, eat-in kitchens, pantry, screened balconies, space for a washer and dryer, energy star rated appliances and fixtures.

The total project budget, including the amount of Panama City Beach funds requested, is shown as follows:

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<th>Sources</th>
<th>Amount</th>
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<tr>
<td>First Mortgage</td>
<td>$2,300,000</td>
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<tr>
<td>Florida Housing Finance Corporation SAIL Funds</td>
<td>$2,730,000</td>
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<tr>
<td>Tax Credit Syndication Equity</td>
<td>$11,202,380</td>
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<tr>
<td>Panama City Beach Contribution</td>
<td>$20,000</td>
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<td>Deferred Developer Fee</td>
<td>$346,389</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td><strong>$16,598,769</strong></td>
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Debt and Equity funding commitments have not been finalized, however, we will be submitting an application to Florida Housing Finance Corporation for LIHTC and SAIL funding which is due October 15, 2015.

Unit Mix

<table>
<thead>
<tr>
<th>Unit Size</th>
<th># Units</th>
<th>%Set-Aside</th>
<th>Square Footage</th>
<th>Net Rents</th>
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<td>Two Bedroom</td>
<td>6</td>
<td>40%</td>
<td>983 s.f.</td>
<td>$422</td>
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<td>Three Bedroom</td>
<td>2</td>
<td>40%</td>
<td>1,125 s.f.</td>
<td>$477</td>
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<tr>
<td>Four Bedroom</td>
<td>1</td>
<td>40%</td>
<td>1,275 s.f.</td>
<td>$522</td>
</tr>
<tr>
<td>Two Bedroom</td>
<td>50</td>
<td>60%</td>
<td>983 s.f.</td>
<td>$683</td>
</tr>
<tr>
<td>Three Bedroom</td>
<td>18</td>
<td>60%</td>
<td>1,125 s.f.</td>
<td>$778</td>
</tr>
<tr>
<td>Four Bedroom</td>
<td>1</td>
<td>60%</td>
<td>1,275 s.f.</td>
<td>$858</td>
</tr>
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</table>

Targeted Population – Working Families with incomes at or below 40% and 60% Area Median Income.
Ability to Proceed

Pelican Pointe of Bay, Ltd. is the fee simple owner of the 9.86 acre parcel.

Royal American Development has verified with the City of Panama City Beach that the zoning entitlements are in place and is submitting for preliminary site plan approval of Pelican Pointe Apartments.

Timeline

Pelican Pointe of Bay, Ltd. is currently in the process of submitting an application to Florida Housing Finance Corporation for LIHTC and SAIL funding which is due October 15, 2015. Once approved for funding we anticipate a construction loan closing to occur by October 2016 and construction commencing immediately thereafter. Our General Contractor projects a 12 month construction period with construction completion estimated September 2017. Lease-up will begin upon 50% construction completion and it is estimated that by December 31, 2017 the property will be 100% leased up.
of 8:00 a.m. and 7:00 p.m., and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(b) Computer Training – The Applicant or its Management Company shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m., and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(c) Daily Activities – The Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week, which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(d) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry – The Applicant or its Management Company must provide residents with a list of qualified service providers for (i) light housekeeping, and/or (ii) grocery shopping, and/or (iii) laundry, and will coordinate, at no cost to the resident, the scheduling of services. The Developer or Management Company shall verify that the services referral information is accurate and up-to-date at least once every six (6) months.

(e) Resident Assurance Check-In Program – The Applicant commits to provide and use an established system for checking in with each resident on a pre-determined basis not less than once per day, at no cost to the resident. Residents may opt out of this program with a written certification that they choose not to participate.

10. Local Government Contributions (Maximum 5 Points):

a. Applicants Eligible for Automatic Points:

Applicants that selected and qualified for the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) of Exhibit A will automatically receive the maximum 5 points without any requirement to demonstrate a Local Government contribution.

b. Applicants Not Eligible for Automatic Points:

In order for an Applicant that selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) of Exhibit A to receive points, the Applicant must provide evidence of a Local Government grant, loan, fee waiver and/or fee deferral that is effective as of the Application Deadline, is effective at least through June 30, 2016, and has a value whose dollar amount is equal to or greater than the amount listed on the County Contribution List (set out below) for the county in which the proposed Development will be located. Those Applications that do not have the necessary contribution values to achieve maximum points will be scored on a pro-rata basis.

As evidence of the Local Government Contribution, the Applicant must provide the properly completed and executed Local Government Verification of Contribution Form(s) as Attachment 16 to Exhibit A. The Local Government Contribution forms (Form Rev. 01-14) are available at Exhibit B of the RFA or the Corporation’s Website.
To qualify for points, the amount of the contribution stated on the applicable form(s) must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

The only Local Government contributions that will be considered for the purpose of scoring are:

- Monetary grants
- Loans with the exception of USDA RD funds
- A one-year or more deferral of a fee beyond the date that it is routinely due
- Waiver of fees

A loan with a forgiveness provision requiring approval of the Local Government will be treated as a loan, rather than as a grant, for scoring purposes. The "Loan" verification form should be used.

Funds administered by the Local Government, including federal funds and SHIP funds, may be included in the contribution as long as the appropriate verification form is provided. For purposes of this RFA, USDA-RD funds will NOT count as a Local Government contribution.

The contribution may not be included as an expense on the Development Cost Pro Forma nor may it be considered part of Development Cost for purposes of calculating IHC basis or Developer's fee. The exception to the previous sentence is deferred Local Government fees, which may be shown on the Development Cost Pro Forma.

For a contribution consisting of a loan or deferred fee to be considered complete and eligible for points, the Local Government Verification Form must reflect both the total amount of the loan or deferred fee and the value (net present value) of the loan or deferred fee. Calculate the net present value of the payments using the discount rate of 5.61 percent.

NOTE: Neither the payment stream for the present value calculations (if contribution consists of a loan or deferred fee) nor the calculations by which the total amount of each waiver is determined (if contribution consists of a fee waiver) are required to be attached to the certification form or otherwise included in the Application in order for the certification form to be considered for points.

In order to be eligible to be considered for points as a Local Government contribution, the contribution must:

- Be in effect as of Application Deadline;
- Be effective at least through June 30, 2016;
- Be dedicated solely for the proposed Development;
- Provide a tangible economic benefit that results in a quantifiable cost reduction and must be given specifically to the proposed Development because the Development will provide affordable housing; and
- State, federal, or Local Government funds initially obtained by or derived from a Local Government qualify as a Local Governmental contribution even though the funds are directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Development Corporation.
Housing Development Organization, provided that they otherwise meet the requirements set forth in this RFA, including those relating to the executed verification form.

Local Government contributions that are ineligible to be considered for points include:

- Contributions that are not specifically made for the benefit of affordable housing but are instead of general benefit to the area in which the Development is located;
- The fact that no impact fees or other such fees are levied by a local jurisdiction for ANY type of development does not constitute a Local Government contribution. If such fees are levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this RFA, no Local Government contribution exists and no points will be awarded;
- The absence of interest on a loan or the absence of interest payments until a specific date does not constitute a deferral or waiver of fees;
- Local Government contributions that have not received final approval;
- A contribution from an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer;
- A contribution from a PHA;
- HOPE VI funds; and
- A contribution of any portion of the Applicant’s site below market value.

To calculate the value of a Local Government below market interest rate loan:

1. Calculate the net present value of the payments due to the Local Government, including any balloon payment of principal due on a non-amortizing or non-fully amortizing loan.
2. Calculate the net present value of the loan payments using the discount rate.
3. Subtract the net present value of the loan payments from the original loan principal amount. The remaining amount is the value of the Local Government contribution.

Example: If the discount rate is assumed to be 5.61 percent and the Local Government will provide a fully amortizing $200,000 loan at 3 percent for 30 years with annual payments, the contribution is calculated as follows:

Calculate the annual payment of the $200,000 amortizing loan at 3 percent ($10,203.85).

Calculate the net present value of the stream of ($10,203.85) annual payments over 30 years using a 5.61 percent discount rate ($146,515.60).

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution ($200,000 - $146,515.60 = $53,484.40 contribution value).

Example: If the discount rate is assumed to be 5.61 percent and the Local Government will provide an interest only $200,000 loan at 3 percent for 30 years with payments due annually, the contribution is calculated as follows:

Calculate the annual payment of the $200,000 non-amortizing loan at 3 percent. Multiply the $200,000 by 3 percent. The answer is $6,000. As such, the loan payments for the first 29 years are $6,000. The 30th payment is the $6,000
interest payment plus the balloon payment of $200,000, which is $206,000.

Calculate the net present value of the stream of the various annual payments over 30 years using a 5.61 percent discount rate ($125,046.78).

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution ($200,000.00 - $125,046.78 = $74,953.22 contribution value).

Example: A Development is to be located in Sarasota County and has achieved a Local Government contribution valued at $37,500. The County Contribution List states that a Development to be located in Sarasota County must obtain contributions valued at $50,000 to achieve 5 points. Therefore, in this example, the Development would receive 3.75 points (($37,500 / $50,000) X 5).

NOTE: Points will be rounded to two decimal places (3.345 rounded up to 3.35 and 3.349 rounded down to 3.34).

### County Contribution List

<table>
<thead>
<tr>
<th>County in Which the Development Is to be Located</th>
<th>Value of Contribution Required to Achieve Maximum Points</th>
<th>County in Which the Development Is to be Located</th>
<th>Value of Contribution Required to Achieve Maximum Points</th>
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<td>Waukegee</td>
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11. Funding:

a. Corporation Funding Amounts:
DRAFT SITE PLAN

SITE PLAN

Royale American Clarence Street Apartments
DRAFT SITE PLAN WITH
Edgewater Crossing Shown To THE WEST

Edgewater Crossing
Proposed Pelican Pointe Apartments
REGULAR AGENDA
ITEM #7,
ORDINANCE 1361
ORDINANCE NO. 1361

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH
FURTHER AMENDING THE CITY OF PANAMA CITY
BEACH FIREFIGHTERS' RETIREMENT PLAN ADOPTED BY
ORDINANCE NUMBER 1157, AS SUBSEQUENTLY
AMENDED; AMENDING SECTION 1, DEFINITIONS BY
AMENDING THE DEFINITIONS OF "ACTUARIAL
EQUIVALENT", "CREDITED SERVICE", "FIREFIGHTER"
AND "SPOUSE"; AMENDING SECTION 4, FINANCES AND
FUND MANAGEMENT; AMENDING SECTION 6, BENEFIT
AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8,
DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS
OF BENEFITS; AMENDING SECTION 15, MAXIMUM
PENSION; AMENDING SECTION 27, PRIOR FIRE SERVICE;
AMENDING SECTION 28, DEFERRED RETIREMENT
OPTION PLAN; ADDING NEW SECTION 30,
SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL
BENEFITS; CHAPTER 175 SHARE ACCOUNTS; REPEALING
ALL ORDINANCES IN CONFLICT HEREWITH AND
PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY
BEACH, FLORIDA;

SECTION 1: That the City of Panama City Beach Firefighters' Retirement Plan,
adopted by ordinance number 1157, as subsequently amended, is hereby further amended by
amending Section 1, Definitions, by amending the definitions of "Actuarial Equivalent",
"Credited Service", "Firefighter" and "Spouse", to read as follows:

Actuarial Equivalent means a benefit or amount of equal value, determined on the basis
of actuarial equivalency using assumptions adopted by the Board such that benefit calculations
are not subject to City discretion. means a benefit or amount of equal value, based upon the RP
2000 Generational Mortality Table and an interest rate of eight percent (8%) per annum. This
definition may only be amended by the City pursuant to the recommendation of the Board using
assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial
assumptions are not subject to City discretion.

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Credited Service means the total number of years and fractional parts of years of service
as a Firefighter with Member contributions, when required, omitting intervening years or
fractional parts of years when such Member was not employed by the City as a Firefighter. A
Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five
(5) years after leaving the employ of the Fire Department pending the possibility of being
reemployed as a Firefighter without losing credit for the time that he was a Member of the
System. If a vested Member leaves the employ of the Fire Department, his Accumulated
Contributions will be returned only upon his written request. If a Member who is not vested is
not reemployed as a Firefighter with the Fire Department within five (5) years, his Accumulated
Contributions, if one-thousand dollars ($1,000.00) or less, shall be returned. If a Member who
is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more

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than one-thousand dollars ($1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions from the Fund, unless the Firefighter repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353) after separation from employment as a Firefighter with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

A. The Member is entitled to reemployment under the provisions of USERRA.

B. The Member returns to his employment as a Firefighter within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.

D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.

In the event that a Member of this System has also accumulated Credited Service in another pension system maintained by the City, then such other Credited Service shall be used in determining vesting as provided for in Section 9, and for determining eligibility for early or normal Retirement in each system. Such other Credited Service shall not be considered in determining benefits under this System, but shall be considered for determining benefits under such other system using the benefit accrual rate in effect in such other system at the time of the
Member's termination or Retirement from the City of Panama City Beach. Only his Credited Service under this System on or after his date of membership in this System shall be considered for this System's benefit calculation. The benefit calculation for a Member of this System who is or becomes eligible for a benefit from this System after he has become a Member of another pension system maintained by the City, shall be based upon the Member's Average Final Compensation and benefit accrual rate in effect on the date of the Member's termination of employment or Retirement from the City.

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Firefighter means an actively employed full-time person employed by the City, including his initial probationary employment period, who is certified as a Firefighter as a condition of employment in accordance with the provisions of §633.35408, Florida Statutes, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

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Spouse means the lawful wife or husband of a Member's or Retiree's spouse under applicable law at the time benefits become payable.

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SECTION 2: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by ordinance number 1157, as subsequently amended, is hereby further amended by amending Section 4, Finances and Fund Management, subsection 6.B.(3), to read as follows:

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6. B. (3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, and Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.
(a) Any collective or common group trust to which assets of the fund are transferred pursuant to subsection (3) shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

(b) The separate account maintained by the group trust for the plan pursuant to subsection (3) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

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SECTION 3: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by ordinance number 1157, as subsequently amended, is hereby further amended by amending Section 6, Benefit Amounts and Eligibility, subsection 1, Normal Retirement Date, to read as follows:

1. Normal Retirement Age and Date.

A. A Member’s normal retirement date, who does not make the election provided for in paragraph B., shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

B. A Member’s normal retirement age, who does not make the election provided for in paragraph B., is the earlier of the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member’s normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

B. Upon election prior to November 1, 2005, or at the time of employment, a Member may irrevocably elect a normal retirement date coincident with, or next following the completion of twenty-five (25) years of Credited Service.
Service, regardless of age or in accordance with the normal retirement dates specified in paragraph A., if such Member terminates prior to completion of twenty-five (25) years of Credited Service. Such Member may retire on this retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on this optional retirement date. A Member's election to retire upon the completion of twenty-five (25) years of Credited Service must be made in writing in a time and manner determined by the Board and shall be irrevocable.

**SECTION 4:** That the City of Panama City Beach Firefighters' Retirement Plan, adopted by ordinance number 1157, as subsequently amended, is hereby further amended by amending Section 8, Disability, subsections 1, Disability Benefits In-Line of Duty and 3, Disability Benefits Not-in-Line of Duty, to read as follows:

1. **Disability Benefits In-Line of Duty.**

   Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability was directly caused by the performance of his duty as a Firefighter, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and thirty-five hundredths percent (3.35%) of his Average Final Compensation multiplied by the total years of Credited Service, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Compensation of the Member. Terminated persons, either vested or non-vested, are not eligible for disability benefits, except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

2. **Disability Benefits Not-in-Line of Duty.**

   Any Member with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability is not directly caused by the performance of his duties as a Firefighter shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and thirty-five hundredths percent (3.35%) of his Average Final Compensation multiplied by the total years of Credited Service. Terminated persons, either vested or non-vested, are not eligible for disability benefits, except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.
benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

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SECTION 5: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by ordinance number 1157, as subsequently amended, is hereby further amended by amending Section 10, Optional Forms of Benefits, subsection 2., to read as follows:

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2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1.B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. A Member may change his Beneficiary at any time. If a Member has elected an option with a joint pensioner and Member's retirement income benefits have commenced, Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

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SECTION 6: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by ordinance number 1157, as subsequently amended, is hereby further amended by amending Section 15, Maximum Pension, subsections 6., Less than Ten (10) Years of Participation or Service and 12.B. and adding new subsection 13., Effect of Direct Rollover on 415(b) Limit, to read as follows:

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6. Less than Ten (10) Years of Participation or Service.

* The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of Credited Service with the City participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

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12. B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the
future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67 1223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 7: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by ordinance number 1157, as subsequently amended, is hereby further amended by amending Section 27, Prior Fire Service, subsection 6., to read as follows:

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6. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or special district Fire Department, if such prior service forms or will form the basis of a Retirement benefit or pension from another retirement system or plan as set forth in Section 15, subsection 12.B.

SECTION 8: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by ordinance number 1157, as subsequently amended, is hereby further amended by amending Section 28, Deferred Retirement Option Plan, to read as follows:

SECTION 28. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 28, the following definitions apply:

A. "DROP" -- The City of Panama City Beach Firefighters' Deferred Retirement Option Plan.

B. "DROP Account" -- The account established for each DROP participant under subsection 3.

C. "Total Return of the Assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2)(b), for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.
2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a Firefighter, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.

D. Termination of Participation.

(1) A Member's participation in the DROP shall cease the earlier of:

(a) the end of his permissible period of participation in the DROP as determined under subsection 2.C.; or

(b) termination of his employment as a Firefighter.

(2) Upon the Member's termination of participation in the DROP, pursuant to subsection (1) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a Firefighter.

(3) A Member who terminates his participation in the DROP under subsection 2.D. shall not be permitted to again become a participant in the DROP.
E. Effect of DROP Participation on the System.

(1) A Member’s Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the Member’s Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member’s DROP Account. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for Retirees in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits.

(2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member’s participation in the DROP is terminated other than by terminating his employment as a Firefighter, no amounts shall be paid to him from the System until he terminates his employment as a Firefighter. Unless otherwise specified in the System, amounts transferred from the System to the Member’s DROP Account shall be paid directly to the Member only on the termination of his employment as a Firefighter.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member’s DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or interest on those amounts.

B. Transfers From Retirement System.

(1) As of the first day of each month of a Member’s period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a Firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2).
Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a Firefighter.

(2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited after each fiscal year quarter with either:

(a) Interest at an effective rate of 5% per annum compounded monthly determined on the last business day of the prior month’s ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

(b) Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

(3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a
participant in the DROP and after the Member dies, retires or terminates his employment as a Firefighter. If a Member is employed by the City Fire Department after participating in the DROP for five (5) years, then beginning with the Member's 61st month of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the Fire Department. A Member employed by the Fire Department after five (5) years of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional Credited Service.

4. Distribution of DROP Accounts on Termination of Employment.

   A. Eligibility for Benefits.

      A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Firefighter. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a Firefighter.

   B. Form of Distribution.

      (1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection 4.F. Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

      (2) If a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

   C. Date of Payment of Distribution.

      Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.
D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of subsection 4., all distributions from the DROP shall conform to the “Minimum Distribution Of Benefits” provisions as provided for herein.

F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 24, herein incorporated by reference.

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one (1) or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each
Member's DROP Account, and the Board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare or cause to be prepared and distributed to Members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The Board shall also oversee the investment of the DROP's assets.

D. Limitation of Liability.

(1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

(2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.


A. The DROP Is Not a Separate Retirement Plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this section 27 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.
B. Notional Account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.

C. No Employer Discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC Limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

E. Amendment of DROP.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

F. Facility of Payment.

If the Board shall find that a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his Spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.
D H. Prevention of Escheat.

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

E l. Written Elections, Notification.

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from the time and manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

(2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

F J. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.
G K. Construction.

(1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

(2) The titles and headings of the subsections in this Section 28 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

H L. Forfeiture of Retirement Benefits

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

I M. Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by ordinance number 1157, as subsequently amended, is hereby further amended by adding Section 30, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts, to read as follows:

SECTION 30. SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this plan, such benefit to be funded solely and entirely by Chapter 175, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 175.351, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the Members and DROP participants as follows:

1. Individual Member Share Accounts.

The Board shall create individual "Member Share Accounts" for all actively employed plan Members and DROP participants and maintain appropriate books and records showing the respective interest of each Member or DROP participant hereunder. Each Member or DROP participant shall have a Member Share Account for his share of the Chapter 175, Florida Statutes, tax revenues described above, forfeitures and income and expense adjustments relating thereto. The Board shall maintain separate member share accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.
2. Share Account Funding.
   A. Individual Member Share Accounts shall be established as of September 30, 2015 for all Members and DROP participants who were actively employed as of October 1, 2014. Individual Member Share Accounts shall be credited with an allocation as provided for in the following subsection 3. of any premium tax monies which have been allocated to the share plan for that Plan Year, beginning with the Plan Year ending September 30, 2015.
   
   B. In addition, any forfeitures as provided in subsection 4. shall be allocated to the individual Member Share Accounts in accordance with the formula set forth in subsection 4.

3. Allocation of Monies to Share Accounts.
   A. Allocation of Chapter 175 Contributions.
      
      (1) Effective as of September 30, 2015, the amount of any premium tax monies allocated to the share plan shall be allocated to individual Member Share Accounts as provided for in this subsection. Members retiring (or entering DROP) on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the Share Plan in any subsequent Plan Year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member Share Accounts at the end of each Plan Year on September 30 (a “valuation date”).
      
      (2) On each valuation date, each current actively employed Member of the plan not participating in the DROP, each DROP participant and each Retiree who retires or DROP participant who has terminated DROP participation in the Plan Year ending on the valuation date (including each disability retiree), or Beneficiary of a deceased Member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:
      
      (3) The total funds subject to allocation on each valuation date shall be allocated to each Member Share Account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual’s total years and fractional parts of years of Credited Service as of the valuation date, and the denominator of which shall be the sum of the total years and fractional parts of years of Credited Service as of the valuation date of all individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the years of Credited Service of the deceased Member or DROP participant.
(4) Re-employed Retirees shall be deemed new employees and shall receive an allocation based solely on the Credited Service in the reemployment period.

B. Allocation of Investment Gains and Losses.

On each valuation date, each individual Member Share Account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual Member Share Accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a Member’s share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

C. Allocation of Costs, Fees and Expenses.

On each valuation date, each individual Member Share Account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the Share Plan. These fees shall be allocated to each individual Member Share Account on a proportionate basis taking the costs, fees and expenses of administration of the Share Plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual Member Share Account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.

D. No Right to Allocation.

The fact of allocation or credit of an allocation to a Member’s Share Account by the Board shall not vest in any Member, any right, title, or interest in the assets of the trust or in the Chapter 175, Florida Statutes, tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

E. Members and DROP participant shall be provided annual statements setting forth their share account balance as of the end of the Plan Year.
4. **Forfeitures.**

Any Member who has less than ten (10) years of Credited Service and who is not otherwise eligible for payment of benefits after termination of employment with the City as provided for in subsection 5, shall forfeit his individual Member Share Account or the non-vested portion thereof. Forfeited amounts shall be redistributed to the other individual Member Share Accounts on each valuation date in an amount determined in accordance with subsection 3.A.

5. **Eligibility For Benefits.**

Any Member (or his Beneficiary) who terminates employment as a Firefighter with the City or who dies, upon application filed with the Board, shall be entitled to be paid the value of his individual Member Share Account, subject to the following criteria:

A. **Retirement Benefit.**

(1) A Member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early Retirement pursuant to Section 6., or if the Member enters the DROP, upon termination of employment.

(2) Such payment shall be made as provided in subsection 6.

B. **Termination Benefit.**

(1) In the event that a Member's employment as a Firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9.

(2) Such payment shall be made as provided in subsection 6.

C. **Disability Benefit.**

(1) In the event that a Member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 8., subsection 1., or a not-in-line of duty disability benefit pursuant to Section 8., subsection 3., he shall be entitled to one hundred percent (100%) of the value of his share account.

(2) Such payment shall be made as provided in subsection 6.

D. **Death Benefit.**

(1) In the event that a Member or DROP participant dies while actively employed as a Firefighter, one hundred percent (100%) of the value of his Member Share Account shall be paid to his designated Beneficiary as provided in Section 7.
6. Payment of Benefits.

If a Member terminates employment for any reason or dies and he or his Beneficiary is otherwise entitled to receive the balance in the Member's share account, the Member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection 3, above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.


All benefits payable under this Section 30, shall be paid only from the assets accounted for in individual Member Share Accounts. Neither the City nor the Board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the Board nor any Trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Member Share Account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the Board subject to the restrictions otherwise applicable to fund investments.


The Member Share Account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member or DROP participant until the Member's or DROP participant's termination from employment. The Member or DROP participant has no control over the investment of the share account.

9. No Employer Discretion.

The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

10. Maximum Additions.

Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the Code pursuant to the provisions of Section 15, subsection 11.

11. IRC Limit.

The share account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).
SECTION 10: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 11: That this Ordinance shall become effective upon its adoption.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of ________________, 2015.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this _____ day of ________________, 2015.

MAYOR

PUBLISHED in the Panama City News-Herald on the _____ day of ____________, 2015.

POSTED on pcebgov.com on the _____ day of ________________, 2015.

CITY CLERK
REGULAR AGENDA

ITEM #8,

ORDINANCE 1362
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH
FURTHER AMENDING THE CITY OF PANAMA CITY
BEACH POLICE OFFICERS’ RETIREMENT PLAN, ADOPTED
PURSUANT TO ORDINANCE NO. 1159, AS
SUBSEQUENTLY AMENDED; AMENDING SECTION 1,
DEFINITIONS BY AMENDING THE DEFINITIONS OF
“ACTUARIAL EQUIVALENT”, “CREDITED SERVICE” AND
“SPOUSE”; AMENDING SECTION 4, FINANCES AND FUND
MANAGEMENT; AMENDING SECTION 6, BENEFIT
AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8,
DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS
OF BENEFITS; AMENDING SECTION 15, MAXIMUM
PENSION; AMENDING SECTION 27, PRIOR POLICE
SERVICE; AMENDING SECTION 28, DEFERRED
RETIREMENT OPTION PLAN; ADDING NEW SECTION 30,
SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL
BENEFITS; CHAPTER 185 SHARE ACCOUNTS; REPEALING
ALL ORDINANCES IN CONFLICT HEREWITH AND
PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY
BEACH, FLORIDA;

SECTION 1: That the City of Panama City Beach Police Officers’ Retirement Plan,
adopted by ordinance number 1159, as subsequently amended, is hereby further amended by
amending Section 1, Definitions by amending the definitions of “Actuarial Equivalent”,
“Credited Service” and “Spouse”, to read as follows:

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Actuarial Equivalent means a benefit or amount of equal value, determined on the basis
of actuarial equivalency using assumptions adopted by the Board such that benefit calculations
are not subject to City discretion means a benefit or amount of equal value, based upon the RP
2000 Generational Mortality Table and an interest rate of eight percent (8%) per annum. This
definition may only be amended by the City pursuant to the recommendation of the Board using
assumptions adopted by the Board with the advice of the plan’s actuary, such that actuarial
assumptions are not subject to City discretion.

***

Credited Service means the total number of years and fractional parts of years of service
as a Police Officer with Member contributions, when required, omitting intervening years or
fractional parts of years when such Member was not employed by the City as a Police Officer. A
Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five
(5) years after leaving the employ of the Police Department pending the possibility of being
reemployed as a Police Officer without losing credit for the time that he was a Member of the
System. If a vested Member leaves the employ of the Police Department, his Accumulated
Contributions will be returned only upon his written request. If a Member who is not vested is
not reemployed as a Police Officer with the Police Department within five (5) years, his
Accumulated Contributions, if one-thousand dollars ($1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars ($1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member’s Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Police Officer shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions from the Fund, unless the Police Officer repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353) after separation from employment as a Police Officer with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

A. The Member is entitled to reemployment under the provisions of USERRA.

B. The Member returns to his employment as a Police Officer within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.

D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member’s employment with the City or in the Plan Year in which the Member terminates employment.

In the event that a Member of this System has also accumulated Credited Service in another pension system maintained by the City, then such other Credited Service shall be used in
determining vesting as provided for in Section 9, and for determining eligibility for early or normal retirement in each system. Such other Credited Service shall not be considered in determining benefits under this System, but shall be considered for determining benefits under such other system using the benefit accrual rate in effect in such other system at the time of the Member's termination or Retirement from the City of Panama City Beach. Only his Credited Service under this System on or after his date of membership in this System shall be considered for this System's benefit calculation. The benefit calculation for a Member of this System who is or becomes eligible for a benefit from this System after he has become a Member of another pension system maintained by the City, shall be based upon the Member's Average Final Compensation and benefit accrual rate in effect on the date of the Member's termination of employment or Retirement from the City.

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Spouse means the lawful wife or husband of a Member's or Retiree's spouse under applicable law at the time benefits become payable.

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SECTION 2: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 4, Finances and Fund Management, subsection 6.B., to read as follows:

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6. B. (3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, and Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.

(a) Any collective or common group trust to which assets of the fund are transferred pursuant to subsection (3) shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

(b) The separate account maintained by the group trust for the plan pursuant to subsection (3) shall not be used for, or
diverted to any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

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SECTION 3: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 6, Benefit Amounts and Eligibility, subsection 1., Normal Retirement Date, to read as follows:

1. Normal Retirement Age and Date.

A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service, or, the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

A Member's normal retirement age is the earlier of the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service, or, the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

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SECTION 4: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 8, Disability, subsections 1., Disability Benefits In-Line of Duty and 3., Disability Benefits Not-in-Line of Duty, to read as follows:

1. Disability Benefits In-Line of Duty.

Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability was directly caused by the performance of his duty as a Police Officer, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one-half percent (3.5%) of his Average Final Compensation multiplied by the total years of Credited Service, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of his Average Final Compensation of the Member. Terminated persons, either vested or non-vested, are not eligible for disability benefits, except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination. Notwithstanding the previous sentence, if a
Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

***


Any Member with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability is not directly caused by the performance of his duties as a Police Officer shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one-half percent (3.5%) of his Average Final Compensation multiplied by the total years of Credited Service. Terminated persons, either vested or non-vested, are not eligible for disability benefits, except that those terminated by the City for medical reasons may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

***

SECTION 5: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 10, Optional Forms of Benefits, subsection 2., to read as follows:

***

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1.8. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. A Member may change his Beneficiary at any time. If a Member has elected an option with a joint pensioner and Member's retirement income benefits have commenced, Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

***
SECTION 6: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 15, Maximum Pension, subsections 6., Less than Ten (10) Years of Participation or Service and 12.B., and adding new subsection 13., Effect of Direct Rollover on 415(b) Limit, to read as follows:

***

6. Less than Ten (10) Years of Participation or Service.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of Credited Service with the City participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

***

B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 6223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 7: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 27, Prior Police Service, subsection 6.B., to read as follows:

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6. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in Section 15, subsection 12.B.
SECTION 8: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 28, Deferred Retirement Option Plan, to read as follows:

SECTION 28. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 28, the following definitions apply:

A. "DROP" -- The City of Panama City Beach Police Officers' Deferred Retirement Option Plan.

B. "DROP Account" -- The account established for each DROP participant under subsection 3.

C. "Total Return of the Assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.2)(b), for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.

2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a Police Officer, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.
D. Termination of Participation.

(1) A Member's participation in the DROP shall cease the earlier of:

(a) the end of his period of participation in the DROP as determined under subsection 2.C.; or

(b) termination of his employment as a Police Officer.

(2) Upon the Member's termination of participation in the DROP, pursuant to subsection (1) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a Police Officer.

(3) A Member who terminates his participation in the DROP under subsection 2.D. shall not be permitted to again become a participant in the DROP.

E. Effect of DROP Participation on the System.

(1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments which would have been paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits.

(2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his employment as a Police Officer, no amounts shall be paid to him from the System until he terminates his employment as a Police Officer. Unless otherwise
specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a Police Officer.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings on those amounts.

B. Transfers From Retirement System.

(1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a Police Officer and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a Police Officer.

(2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited after each fiscal year quarter with either:

(a) Interest at an effective rate of 5% per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

(b) Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.
For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

(3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a Member is employed by the City Police Department after participating in the DROP for the permissible period of DROP participation, then beginning with the Member's 1st month of employment following the last month of the permissible period of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the Police Department. A Member employed by the Police Department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional Credited Service.

Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.
4. Distribution of DROP Accounts on Termination of Employment.

A. Eligibility for Benefits.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Police Officer. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a Police Officer.

B. Form of Distribution.

(1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection 4.F. Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

(2) If a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member’s estate.

C. Date of Payment of Distribution.

Except as otherwise provided in this subsection 4., distribution of a Member’s DROP Account shall be made as soon as administratively practicable following the Member’s termination of employment. Distribution of the amount in a Member’s DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member’s DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of subsection 4., all distributions from the DROP shall conform to the “Minimum Distribution Of Benefits” provisions as provided for herein.
F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 24.

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one (1) or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare or cause to be prepared and distributed to Members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and
the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The Board shall also oversee the investment of the DROP's assets.

D. Limitation of Liability.

(1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

(2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.


A. The DROP Is Not a Separate Retirement Plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this section 27, for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. Notional Account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.
C. **No Employer Discretion.**

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. **IRC Limit.**

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

E. **Amendment of DROP.**

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

F. **Facility of Payment.**

If the Board shall find that a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his Spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

G. **Information.**

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

H. **Prevention of Escheat.**

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefore within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise...
due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

E I. Written Elections, Notification.

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from the time and manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

(2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

F J. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member’s DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

G K. Construction.

(1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

(2) The titles and headings of the subsections in this Section 28 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.
H. **Forfeiture of Retirement Benefits.**

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

M. **Effect of DROP Participation on Employment.**

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by adding new Section 30, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, to read as follows:

**SECTION 30. SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS.**

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this plan, such benefit to be funded solely and entirely by Chapter 185, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 185.35, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the Members and DROP participants as follows:

1. **Individual Member Share Accounts.**

The Board shall create individual "Member Share Accounts" for all actively employed plan Members and DROP participants and maintain appropriate books and records showing the respective interest of each Member or DROP participant hereunder. Each Member or DROP participant shall have a Member Share Account for his share of the Chapter 185, Florida Statutes, tax revenues described above, forfeitures and income and expense adjustments relating thereto. The Board shall maintain separate member share accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

2. **Share Account Funding.**

A. **Individual Member Share Accounts shall be established as of September 30, 2015 for all Members and DROP participants who were actively employed as of October 1, 2014.** Individual Member Share Accounts shall be credited with an allocation as provided for in the following subsection 3. of any premium tax monies which have been allocated to the share plan for that Plan Year, beginning with the Plan Year ending September 30, 2015.
B. In addition, any forfeitures as provided in subsection 4., shall be allocated to the individual Member Share Accounts in accordance with the formula set forth in subsection 4.

3. Allocation of Monies to Share Accounts.

A. Allocation of Chapter 185 Contributions.

(1) Effective as of September 30, 2015, the amount of any premium tax monies allocated to the share plan shall be allocated to individual Member Share Accounts as provided for in this subsection. Members retiring (or entering DROP) on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the Share Plan in any subsequent Plan Year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member Share Accounts at the end of each Plan Year on September 30 (a “valuation date”).

(2) On each valuation date, each current actively employed Member of the plan not participating in the DROP, each DROP participant and each Retiree who retires or DROP participant who has terminated DROP participation in the Plan Year ending on the valuation date (including each disability retiree), or Beneficiary of a deceased Member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:

(3) The total funds subject to allocation on each valuation date shall be allocated to each Member Share Account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual’s total years and fractional parts of years of Credited Service as of the valuation date, and the denominator of which shall be the sum of the total years and fractional parts of years of Credited Service as of the valuation date of all individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the years of Credited Service of the deceased Member or DROP participant.

(4) Re-employed Retirees shall be deemed new employees and shall receive an allocation based solely on the Credited Service in the reemployment period.

B. Allocation of Investment Gains and Losses.

On each valuation date, each individual Member Share Account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual Member Share Accounts shall be the same percentage which is earned or
lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a Member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

C. Allocation of Costs, Fees and Expenses.

On each valuation date, each individual Member Share Account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the Share Plan. These fees shall be allocated to each individual Member Share Account on a proportionate basis taking the costs, fees and expenses of administration of the Share Plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual Member Share Account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.

D. No Right to Allocation.

The fact of allocation or credit of an allocation to a Member's Share Account by the Board shall not vest in any Member, any right, title, or interest in the assets of the trust or in the Chapter 185, Florida Statutes, tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

E. Members and DROP participant shall be provided annual statements setting forth their share account balance as of the end of the Plan Year.

4. Forfeitures.

Any Member who has less than ten (10) years of Credited Service and who is not otherwise eligible for payment of benefits after termination of employment with the City as provided for in subsection 5, shall forfeit his individual Member Share Account or the non-vested portion thereof. Forfeited amounts shall be redistributed to the other individual Member Share Accounts on each valuation date in an amount determined in accordance with subsection 3.A.
5. Eligibility For Benefits.

Any Member (or his Beneficiary) who terminates employment as a Police Officer with the City or who dies, upon application filed with the Board, shall be entitled to be paid the value of his individual Member Share Account, subject to the following criteria:

A. Retirement Benefit.

(1) A Member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early Retirement pursuant to Section 6., or if the Member enters the DROP, upon termination of employment.

(2) Such payment shall be made as provided in subsection 6.

B. Termination Benefit.

(1) In the event that a Member's employment as a Police Officer is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9.

(2) Such payment shall be made as provided in subsection 6.

C. Disability Benefit.

(1) In the event that a Member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 8, subsection 1, or a not-in-line of duty disability benefit pursuant to Section 8, subsection 3, he shall be entitled to one hundred percent (100%) of the value of his share account.

(2) Such payment shall be made as provided in subsection 6.

D. Death Benefit.

(1) In the event that a Member or DROP participant dies while actively employed as a Police Officer, one hundred percent (100%) of the value of his Member Share Account shall be paid to his designated Beneficiary as provided in Section 7.

(2) Such payment shall be made as provided in subsection 6.

6. Payment of Benefits.

If a Member terminates employment for any reason or dies and he or his Beneficiary is otherwise entitled to receive the balance in the Member's share account, the Member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection 3, above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable.
following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.


All benefits payable under this Section 30, shall be paid only from the assets accounted for in individual Member Share Accounts. Neither the City nor the Board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the Board nor any Trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Member Share Account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the Board subject to the restrictions otherwise applicable to fund investments.


The Member Share Account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member or DROP participant until the Member's or DROP participant's termination from employment. The Member or DROP participant has no control over the investment of the share account.

9. No Employer Discretion.

The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

10. Maximum Additions.

Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the Code pursuant to the provisions of Section 15, subsection 11.

11. IRC Limit.

The share account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 10: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 11: That this Ordinance shall become effective upon its adoption.
PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of ________________, 2015.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this _____ day of ________________, 2015.

MAYOR

PUBLISHED in the Panama City News-Herald on the _____ day of ___________, 2015.

POSTED on pcbgov.com on the _____ day of ____________, 2015.

CITY CLERK
REGULAR AGENDA
ITEM #9,
ORDINANCE 1363
ORDINANCE NO. 1363

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH; FURTHER AMENDING THE CITY OF PANAMA CITY BEACH GENERAL MUNICIPAL EMPLOYEES' PENSION PLAN, ADOPTED PURSUANT TO ORDINANCE NO. 1158; AS SUBSEQUENTLY AMENDED; AMENDING SECTION 1, DEFINITIONS BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE" AND "SPOUSE"; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 14, MAXIMUM PENSION; AMENDING SECTION 24, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 26, REEMPLOYMENT AFTER RETIREMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA;

SECTION 1: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby further amended by amending Section 1, Definitions by amending the definitions of "Actuarial Equivalent", "Credited Service" and "Spouse", to read as follows:

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Actuarial Equivalent means a benefit or amount of equal value, determined on the basis of actuarial equivalency using assumptions adopted by the Board such that benefit calculations are not subject to City discretion, means a benefit or amount of equal value, based upon the RP 2000 Generational Mortality Table and an interest rate of eight percent (8%) per annum. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion.

***

Credited Service means the total number of years and fractional parts of years of service as a General Employee with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a General Employee. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the City pending the possibility of being reemployed as a General Employee, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the City, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed as a General Employee with the City within five (5) years, his Accumulated Contributions, if one-thousand dollars ($1,000.00) or less,
shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars ($1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a General Employee shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions, except pursuant to Section 24.

The years or parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a General Employee to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

A. The Member is entitled to reemployment under the provisions of USERRA.
B. The Member returns to his employment as a General Employee within one (1) year following the earlier of the date of his military discharge or his release from service, unless otherwise required by USERRA.
C. The Member deposits into the Fund the same sum that the Member would have contributed, if any, if he had remained a General Employee during his absence. The maximum credit for military service pursuant to this subdivision shall be five (5) years. The Member must deposit all missed contributions within a period equal to three times the period of military service, but not more than five (5) years, following re-employment or he will forfeit the right to receive credited service for his military service pursuant to this paragraph.
D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.
In the event that a Member of this System has also accumulated Credited Service in another pension system maintained by the City, then such other Credited Service shall be used in determining vesting as provided for in Section 9, and for determining eligibility for early or normal retirement in each system. Such other Credited Service shall not be considered in determining benefits under this System, but shall be considered for determining benefits under such other system using the benefit accrual rate in effect in such other system at the time of the Member's termination or Retirement from the City of Panama City Beach. Only his Credited Service under this System on or after his date of membership in this System shall be considered for this System's benefit calculation. The benefit calculation for a Member of this System who is or becomes eligible for a benefit from this System after he has become a Member of another pension system maintained by the City, shall be based upon the Member's Average Final Compensation and benefit accrual rate in effect on the date of the Member's termination of employment or Retirement from the City.

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Spouse means the lawful wife or husband of a Member's or Retiree's spouse under applicable law at the time benefits become payable.

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SECTION 2: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby further amended by amending Section 4, Finances and Fund Management, subsection 6.B.(3), to read as follows:

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6. B. (3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, and Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.

(a) Any collective or common group trust to which assets of the fund are transferred pursuant to subsection (3) shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.
(b) The separate account maintained by the group trust for the plan pursuant to subsection (3) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

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SECTION 3: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby further amended by amending Section 6, Benefit Amounts and Eligibility, subsection 1, Normal Retirement Date, to read as follows:

1. Normal Retirement Age and Date.

A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

A Member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

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SECTION 4: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby further amended by amending Section 8, Disability, subsections 1, Disability Benefits In-Line of Duty and 2, Disability Benefits Not-in-Line of Duty, to read as follows:

1. Disability Benefits In-Line of Duty.

Any Member who shall become totally and permanently incapacitated for the performance of their duties or those of any occupation for which they may be suited by reason of education, training or experience, which disability was directly caused by the performance of his duty as a General Employee, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to two and five-tenths percent (2.5%) of his Average Final Compensation multiplied by the total years of Credited Service prior to October 1, 2005, and three percent (3%) of Average Final Compensation for each year of Credited Service on and after October 1, 2005, but in any event, the minimum amount paid to the member shall be forty-
two percent (42%) of his Average Final compensation. Terminated persons, either vested or non-vested, are not eligible for disability benefits, except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.


Any Member with ten (10) years or more Credited Service who shall become totally and permanently incapacitated for the performance of their duties or those of any occupation for which they may be suited by reason of education, training or experience, which disability is not directly caused by the performance of his duties as a General Employee shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to two and five-tenths percent (2.5%) of his Average Final Compensation multiplied by the total years of Credited Service prior to October 1, 2005, and three percent (3%) of Average Final Compensation for each year of Credited Service on and after October 1, 2005. Terminated persons, either vested or non-vested, are not eligible for disability benefits, except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

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SECTION 5: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby further amended by amending Section 10, Optional Forms of Benefits, subsection 2., to read as follows:

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2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection l.B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. If a Member has elected an option with a joint pensioner or Beneficiary and Member's retirement income benefits have commenced, the Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner if the designated joint pensioner and the Member were married at the time of Member's Retirement and are divorced subsequent thereto and the joint pensioner is alive at the time of the change. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

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SECTION 6: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby further amended by amending Section 14, Maximum Pension, subsection 6, Less than Ten (10) Years of Participation or Service and subsection 12.B. and adding new subsection 13, Effect of Direct Rollover on 415(b) Limit, to read as follows:

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6. Less than Ten (10) Years of Participation or Service.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of Credited Service with the City participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

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12. B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67 1223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 7: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby further amended by amending Section 24, Deferred Retirement Option Plan, to read as follows:

SECTION 24. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 25, the following definitions apply:"

A. "DROP" -- The City of Panama City Beach General Municipal Employees' Pension Plan Deferred Retirement Option Plan.

B. "DROP Account" -- The account established for each DROP participant under subsection 3.
2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a General Employee, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.

D. Termination of Participation.

(1) A Member's participation in the DROP shall cease the earlier of:

(a) the end of his permissible period of participation in the DROP as determined under subsection 2.C.; or

(b) termination of his employment as a General Employee.

(2) Upon the Member's termination of participation in the DROP, pursuant to subsection (1) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a General Employee.

(3) A Member who terminates his participation in the DROP under subsection 2.D. shall not be permitted to again become a participant in the DROP.
E. Effect of DROP Participation on the System.

(1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account.

(2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his employment as a General Employee, no amounts shall be paid to him from the System until he terminates his employment as a General Employee. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a General Employee.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or interest on those amounts.

B. Transfers From Retirement System.

(1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a General Employee and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a General Employee.
(2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited after each fiscal year quarter with either:

(a) Interest at an effective rate of 5% per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

(b) Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

(3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP. If a Member is employed by the City after participating in the DROP for the permissible period of DROP participation, then beginning with the Member's 1st month of employment following the last month of the permissible period of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be
forfeited while the Member is employed by the City. A Member employed by the City after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional Credited Service.

4. **Distribution of DROP Accounts on Termination of Employment.**

A. **Eligibility for Benefits.**

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a General Employee. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a General Employee.

B. **Form of Distribution.**

1. Unless the Member elects otherwise, distribution of his DROP Account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection 4.F. Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

2. If a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. **Date of Payment of Distribution.**

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

D. **Proof of Death and Right of Beneficiary or Other Person.**

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. **Distribution Limitation.**

Notwithstanding any other provision of subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.
F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 22.

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one (1) or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare or cause to be prepared and distributed to Members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The Board shall also oversee the investment of the DROP's assets.
D. Limitation of Liability.

(1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

(2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.


A. The DROP Is Not a Separate Retirement Plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this section 24 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member’s monthly benefit.

B. Notional Account.

The DROP Account established for such a Member is a notional account used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System’s assets, and there is no distribution available to the Member until the Member’s termination from the DROP. The Member has no control over the investment of the DROP Account.

C. No Employer Discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC Limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

A. E. Amendment of DROP.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make
it possible for any part of the DROP’s funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

B F. Facility of Payment.

If the Board shall find that a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his Spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

C G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

D H. Prevention of Escheat.

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

E I. Written Elections, Notification.

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from the time and manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.
(2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

- F J. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

G K. Construction.

(1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

(2) The titles and headings of the subsections in this Section 25 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

H L. Forfeiture of Retirement Benefits

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

M. Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 8: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby further amended by amending Section 26, Reemployment After Retirement, to read as follows:

SECTION 26. REEMPLOYMENT AFTER RETIREMENT.

1. Any Retiree who is retired under this System, except for disability retirement as previously provided for, may be reemployed by any public or private employer, except the City, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this System. Reemployment by the City shall be subject to the limitations set forth in this Section.
2. **After Normal Retirement.** Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed by the City in any capacity, shall upon being reemployed, continue receipt of retirement benefits during any such employment period if he is at least age sixty-two (62), otherwise the System shall discontinue receipt of benefits until he reaches age sixty-two (62). A Retiree who returns to work under the provisions of this Section shall not be eligible for membership in this System and, therefore, shall not accumulate additional Credited Service for subsequent periods of employment described in this Section, shall not be required to make contributions to the System, nor shall he be eligible for any other benefit other than the Retiree's normal retirement benefit.

3. Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed by the City after that Retirement and, by virtue of that reemployment is ineligible to participate in this System, shall, during the period of such reemployment, continue to receive retirement benefits previously earned if he is at least age sixty-two (62), otherwise the System shall discontinue receipt of benefits until he reaches age sixty-two (62). Former DROP participants shall begin receipt of benefits under these circumstances.

4. **After Early Retirement.** Any Retiree who is retired under early retirement pursuant to this System and who subsequently becomes an employee of the City in any capacity, shall discontinue receipt of benefits from the System until the earlier of termination of employment or such time as the reemployed Retiree reaches the date that he would have been eligible for normal retirement under this System had he continued employment and not elected early retirement. "Normal retirement" as used in this subsection shall be the current normal retirement date provided for under this System age sixty-two (62). A Retiree who returns to work under the provisions of this Section shall not be eligible for membership in the System, and, therefore, shall not accumulate additional Credited Service for subsequent periods of employment described in this Section, shall not be required to make contributions to the System, nor shall he be eligible for any other benefit other than the Retiree's early retirement benefit when he again becomes eligible as provided herein. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this Section if the Member was permitted to retire prior to the customary retirement date provided for in the System at the time of retirement.

5. **Reemployment of Terminated Vested Persons.** Reemployed terminated vested persons shall not be subject to the provisions of this Section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early Retirees for purposes of applying the provisions of this Section and their status as an early or normal Retiree shall be determined by the date they elect to begin to receive their benefit.

6. **DROP participants.** Members or Retirees who are or were in the deferred retirement option plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

**SECTION 9:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 10:** That this Ordinance shall become effective upon its adoption.
PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of ____________, 2015.

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________, 2015.

________________________
MAYOR

PUBLISHED in the Panama City News-Herald on the ___ day of ____________, 2015.

POSTED on pcbgov.com on the ___ day of ____________, 2015.

________________________
CITY CLERK
REGULAR AGENDA
ITEM #10,
ORDINANCE 1350
ORDINANCE NO. 1350

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING ARTICLE II OF CHAPTER 22 OF THE CITY’S CODE OF ORDINANCES RELATED TO STOPPING, STANDING AND PARKING OF MOTOR VEHICLES; MAKING FINDINGS OF FACT AND STATEMENTS OF LEGISLATIVE INTENT; REQUIRING BUSINESS PARKING LOTS TO BE CLOSED OR ACTIVELY SUPERVISED WHEN THE BUSINESS ASSOCIATED WITH EITHER THE PARKING LOT OR THE SPACES WITHIN A COMMON LOT IS CLOSED; REQUIRING ALL OWNERS OF SUCH A PARKING LOT, SEVERALLY, TO EFFECT SUCH CLOSURE OR SUPERVISION; DEFINING “CLOSE” AND “SUPERVISE”; PROHIBITING PERSONS FROM DISTURBING ANY BARRIER ERECTED TO CLOSE A PARKING LOT; PROVIDING EXCEPTIONS; PROVIDING DEFINITIONS; PROVIDING CIVIL AND CRIMINAL PENALTIES; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has increasingly observed nuisance activity within the private parking lots of closed and unoccupied businesses throughout the City, including by way of example, consumption of alcoholic beverages, public intoxication, underage drinking, fights, dealing and using illegal drugs, and camping and sleeping in cars without adequate sanitary facilities; and

WHEREAS, the City finds that the nuisance activity occurs in private parking lots associated with a business that is closed and unoccupied for a night, a season or indefinitely; and

WHEREAS, the City finds that parking lots of closed businesses are often a valuable resource to the lot owner and to neighboring businesses who are open when the lot owner’s business is closed, and therefore intends for such parking lots to continue to be open after hours if the lot owner desires, but only if the lot is responsibly managed; and

WHEREAS, the City finds and determines that each owner of a business parking lot, jointly and severally, has a duty to the community to control and manage the lot when the business is closed to prevent the lot from being a breeding ground for nuisances and criminal mischief; and

WHEREAS, the City finds and determines that the observed nuisance behaviors will be significantly diminished if either the lot is effectively closed or actively managed.

Ordinance No.1350
Page 1 of 5
NOW THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. The forgoing recitals are incorporated into this law as statements of legislative intent.

SECTION 2. From and after the effective date of this ordinance Section 22-24 of the Code of Ordinances of the City of Panama City Beach is created to read as follows:

CHAPTER 22 TRAFFIC AND MOTOR VEHICLES

ARTICLE II Stopping Standing and Parking

Section 22-25. Control and use of business parking lots when business closed.

(a) The following words shall have the following meanings in this section:

Manager of a business parking lot means, all persons, jointly and severally, with a legally enforceable, exclusive or non-exclusive real property right to exclude others from entry, regardless of where each such person may reside or have its principal place of business, and includes owners or fee holders and their agents, tenants and their agents, and licensees and their agents who hold such a right.

Business parking lot (or sometimes parking spaces within a common or shared parking lot) means the private, real property designated, used or intended to be used by a business as the vehicular use or parking area required for that business by the City's Land Development Code, and for the purpose of this section such a lot and business are referred to as being associated with each other. In determining which spaces in a common or shared parking lot are associated with a business and hence constitute the business parking lot for that particular business, the number of spaces required for the business by the City's Land Development Code and the proximity of that number of spaces to the business shall control, even though a particular space or spaces may be associated with more than one business. Close a parking lot means to prohibit unauthorized public parking of vehicles in the lot, to arrange to have unauthorized vehicles promptly towed from the lot and to post warning and information signs required by City Code section 22-19 or similar law. Supervise a parking lot means to provide active, continuous and onsite supervision of the lot by a parking lot attendant who at a minimum is authorized and responsible to control and vehicular access to the lot, to maintain peace and order within the lot and require persons in the lot to obey the law, to require offenders to leave the lot and to immediately seek assistance from law enforcement if needed to maintain order or enforce the law.
(b) Whenever the business associated with a business parking lot is not open to the public for business, then the associated parking lot must be closed or supervised, and each manager of the lot, jointly and severally, is obligated to make or cause to be made that closure or supervision.

(c) Whenever all the businesses associated with proximate parking spaces located in a common or shared parking lot are not open to the public for business, then the parking spaces associated with those businesses must be closed or supervised, and each manager of the common or shared lot is obligated to make or cause to be made that closure or supervision.

(d) Where a business parking lot is closed by one or more physical barriers, no person shall disturb any such barrier, or break the close of the lot, or enter the lot after the close is broken by another, regardless of whether any physical or permanent damage is done to the barrier.

(e) Nothing in this section shall be construed to prohibit owners, employees, vendors or others authorized by an owner, or emergency personnel, from entering a closed parking lot.

Sec. 22-26. Enforcement and penalties for parking lot violations of Section 22-25.

(a) The City finds that a violation of any provision in Section 22-25, or similar superseding section, (collectively Section 22-25) by an owner or a person using a parking lot 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 Section 22-25 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.

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

A person who does not contest the civil citation for violation of Section 22-25 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) Section 22-25 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. Each calendar day that a violation shall occur or continue shall constitute a separate, and cumulative, offence.

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___day of ____________, 2015.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___day of ____________, 2015.

__________________________
MAYOR
REGULAR AGENDA
ITEM #11,

ORDINANCE 1351
ORDINANCE NO. 1351

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATING TO RENTED TWO WHEELED MOTOR SCOOTERS AND THREE WHEELED MOTOR SCOOTERS ("SCOOT COUPES"); ESTABLISHING INTENT TO PROHIBIT THE RENTAL OF TWO AND THREE WHEELED MOTOR SCOOTERS AFTER SEPTEMBER 5, 2017, AND TO REDUCE THE NUMBER OF AND INCREASE THE REGULATION OF RENTED TWO AND THREE WHEELED MOTOR SCOOTERS IN THE INTERIM; CONFIRMING THE CITY’S PRIOR ACTION TO PROHIBIT THE REGISTRATION OF MOTOR SCOOTERS AFTER APRIL 23, 2015; PROHIBITING THE OVERNIGHT RENTAL AND OPERATION AFTER DARK OF TWO AND THREE WHEELED MOTOR SCOOTERS; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AMENDING THE CITY’S LAND DEVELOPMENT CODE TO DEFINE AND PROHIBIT THE LOCATION AND OPERATION OF TWO OR THREE WHEELED SCOOTER BUSINESSES IN THE CITY AFTER SEPTEMBER 5, 2017; A PROVIDING FOR CODIFICATION; PROVIDING EDITORIAL DIRECTION UPON EFFECT OF THE MOTOR SCOOTER PROHIBITION TO OMIT REFERENCES SPECIFIC TO THEIR PRIOR REGULATION AND TO CODIFY THE PROHIBITION THEN IN EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

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

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

WHEREAS, since 1993 the City has required rented scooters to be registered to regulate a variety of issues created by the industry; and

WHEREAS, in 2007 there were less than 700 rental scooters registered with the City, in 2009 there were between 1,500 and 1,600 rental scooters registered, in 2014 there were 1600 rental scooters registered, and in 2015 there are now 1623 scooters registered and an additional 300 new ones waiting to be registered pending confirmation of grandfather status; and
WHEREAS, the City is only 8 miles long and 1 mile wide, and the streets have become dangerously congested with rented motor scooters; and

WHEREAS, given the youth and immaturity of the average rented motor scooter operator, and the fact that scooters are rented for amusement purposes, many of these vehicles are operated in a manner and in places that are dangerous and frequently inconsistent with the City ordinances or the state's traffic laws; and

WHEREAS, the operation of these rented motor scooters in a manner inconsistent with state and local laws has increased with the number of rented motor scooters operating as amusements within the city; and

WHEREAS, the recitals contained in Ordinance No.1337, adopted January 8, 2015, finding it necessary to require the operators of rented motor scooters to read and carry a safety brochure and wear vests in order to promote self-awareness and overcome the recreational aspect of operation are incorporated here as if set forth in full to support this ordinance and the ultimate prohibition of such rentals in such large numbers as now occurs; and

WHEREAS, the City has attempted to help the operators of rented motor scooters become more mindful of their surroundings and more responsible in the operation of those scooters through a brochure and vest requirement; and

WHEREAS, by the admission of the scooter business owners, the rental businesses cannot control what their renters do once they leave the business property; and

WHEREAS, the Council finds that the use of vests and brochures has increased the responsibility of the rented motor scooter operators in the City, but that the sheer number of scooters being rented and operated continues to support an unacceptable level of irresponsible operation that will continue unless the number of rented scooters is decreased and potentially eliminated; and

WHEREAS, the Council has found it desirable and necessary to begin reducing the number of rental scooters available in the City and has considered the alternatives of either reducing the number of scooters that a business may register each year by a percentage of the number registered the prior year, or by allowing the existing inventory to decrease by attrition; and

WHEREAS, allowing the existing inventory of scooters to decrease by attrition has the advantage of being relatively self-fulfilling, without governmental intervention or the setting of percentage limits which could be argued to be arbitrary; and

WHEREAS, allowing the existing inventory of scooters to decrease by attrition, however, also has the disadvantage of creating an irresistible incentive for a business to
continue repairs beyond the normal life expectancy of a scooter and so logically requires the imposition of a limit upon the repairs which can be made to an individual scooter; and

WHEREAS, on April 23, 2015, the Council preliminarily determined that the rental of motor scooters should be phased out in the City altogether over a three year period, in order that the businesses who rent scooters could achieve their investment expectations in the current inventory of scooters and also plan and prepare alternative business models; and

WHEREAS, on April 23, 2015, the Council also found that immediate measures may be needed to reduce irresponsible operation of rented scooters; and

WHEREAS, the Council finds that the operation of rented motor scooters is particularly dangerous at night, because they are primarily rented by visitors who are unfamiliar with the area, many of whom are not skilled at scooter operation, and they become more easily confused in nighttime traffic with reduced visibility and the glare of artificial lights; and

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

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

WHEREAS, the Council finds that the operation of three-wheeled scooters (semi­enclosed “scoot coupes”) gives undue confidence and an unwarranted sense of security to many of the inexperienced drivers who rent them, such that the three wheeled motor scooters have been observed often on the connectors and high traffic corridors of the city which are not a safe venue for operation of such a vehicle by a vacationer unfamiliar with the city and intent on recreation and enjoying the ride; and

WHEREAS, the Council finds that the rented three wheeled motor scooters are operated in the same reckless disregard of traffic rules as two wheeled scooters, including riding on the shoulder of the road, on sidewalks, and passing each other in “hop-scotch” fashion; and

WHEREAS, the Council also finds that the rented three wheeled motor scooters are also especially dangerous when operated by vacationers because they sit low to the ground and do not provide for a distracted or unfocused and unfamiliar operator an adequate perspective on routes of travel and other vehicles, as a result of which the
Council finds that the operators of these scoot coupes frequently find that they have taken a wrong turn and are unsure how and where to get back on track; and

WHEREAS, the Council finds that the operation of three wheeled motor scooters should be phased out at the same time and over the same period as the two-wheeled motor scooters, because their operation is so similar to the two-wheeled rented scooters and in fact are manufactured using the same or similar chassis, and because their impractical operation by young drivers and vacationers unfamiliar with the City presents similar challenges that would only be enhanced if the number of such vehicles on the road were to increase; and

WHEREAS, the Council finds that the operation of 4-wheeled, low speed street vehicles is consistent with the laid-back atmosphere of the City's beach community, and has observed that the operation of low speed street vehicles on City streets is not inconsistent with state and local traffic laws, particularly because the 4-wheeled, low speed street vehicles cannot weave and maneuver through traffic and off the pavement the way the two and three wheeled motor scooters can and do; and

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

WHEREAS, the Council acknowledges that the cost to purchase and maintain a four wheeled, low speed street vehicle is greater than the cost to purchase and maintain a two or three wheeled scooter, but the Council also finds the life span of a 4-wheeled, low speed street vehicle is greater than a two or three wheeled scooter and therefore can offset the higher cost; and

WHEREAS, despite the popularity of the rented two and three wheeled amusement, the Council finds that a reduction in the volume of the number of rented scooters, coupled with the prohibition of their use after dark, are the most reasonable measures left available to the Council to protect the health, safety and welfare of the community and the reputation of the City as a safe and comfortable tourist destination; and

WHEREAS, all of the 12 scooter businesses within the City are located on Front Beach Road, the City’s primary tourist and scenic corridor, and 9 of those locations are non-conforming uses; and

WHEREAS, the Council finds that a majority of the businesses currently engaged in the rental of motor scooters are non-conforming uses because they do not have available
an on-site or adjacent training area controlled by them in order to train interested renters on the proper operation of two and three wheeled motor scooters; and

WHEREAS, the Council finds that this lack of training area directly contributes to the cavalier and careless operation of rented motor scooters; and

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

WHEREAS, Council finds that a two to three year phase out will allow a grace period during which persons who currently rent motor scooters may continue to do so, and if they choose, to transition their rental inventory toward bicycles, motorcycles or 4-wheeled, low speed street vehicles; and

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

WHEREAS, recognizing that scooter rental businesses have a greater potential detriment than other uses, the City has long designated motor scooter rental businesses as a conditional use, and now finds that the present use has an adverse effect on existing traffic patterns and materially increases congestion in the public streets, which will only be exacerbated if the use is not decreased over time; and

WHEREAS, given the number of scooter business locations which are also non-conforming uses, the Council finds that permitting the expansion of these businesses and their motor scooter inventory fails to serve the useful purpose of ultimately eliminating, or at least not increasing, the burden these non-conforming properties impose on the policies and priorities of the City's Land Development Code; and

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

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

SECTION 1. The forgoing recitals are correct and express the legislative intent of the people of the City of Panama City Beach. In summation, the City Council finds that the number of rented, two and three wheeled motor scooters in the City is creating a nuisance, that initially successful attempts to diminish the irresponsible operation of rented motor scooters have been overcome by the sheer volume of rented motor scooters operated in the City, that by the rental companies' own admissions they cannot control what the operators of rented motor scooters do despite required training or the offering of safety gear intended to improve rider safety and the requirement of vests and brochures to increase operator self-consciousness, and therefore intends to immediately begin to reduce by attrition the number of rented 2 and 3 wheeled motor scooters (3-wheeled scooters sometimes referred to as "scoot coupes") and prohibit such rentals entirely after September 5, 2017, recognizing that a future council may reconsider the total prohibition as the number decreases.

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

Chapter 22 TRAFFIC AND MOTOR VEHICLES

ARTICLE I. - IN GENERAL

Sec. 22-05. - Definitions.

Definitions. The following words, terms or phrases, when used in this Chapter 22, shall have the meanings respectively ascribed to them:

Low speed street vehicle shall mean any four-wheeled vehicle whose top speed is no greater than 25 miles per hour, but shall not include golf carts.
**Motor scooter or scooter** shall mean a motorcycle or two or three wheeled vehicle powered by a motor with a displacement of fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such motorcycle at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in FS 316.03(77)(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)).

### ARTICLE VI. VEHICLE RENTALS

Sec. 22-100. Prohibited acts.
Sec. 22-101. Reserved.
Sec. 22-102. Itemization of damage claims.
Sec. 22-103. Threat of arrest.
Sec. 22-104. Limitations on deposits; cross-collateralization prohibited; exceptions.
Sec. 22-105. Registration and inspection.
Sec. 22-105.25 Attraction of existing inventory of registered rental scooters.
Sec. 22-105.5. Enforcement and penalties.

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 requirements is met:

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

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

(3) Reserved.

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

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

(6) Reserved.

(7) All operators listed on the rental agreement for each motor scooter shall be required to read, print their name, sign and date a brochure in form and substance approved by the Chief of Police outlining the laws applicable to the operation of motorcycles in Florida (a "Safety Brochure"). The Safety Brochure shall also explain (i) that 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.
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 ten thousand dollars ($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 twenty thousand dollars ($20,000) because of bodily injury to, or death of, two or more persons in any one crash; and

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

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

- CITY ORDINANCE REQUIRES DELIVERY OF A WRITTEN ITEMIZATION OF PARTS AND LABOR CHARGED AGAINST A SECURITY DEPOSIT AND A CLEAR PHOTOGRAPH OF ANY DAMAGE CLAIMED.
- CITY ORDINANCE PROHIBITS YOUR DEPOSIT BEING USED FOR ANOTHER PERSON UNLESS YOU CONSENT BY SEPARATE WRITTEN INSTRUMENT.
- IN ORDER TO RENT A MOTORCYCLE, YOU MUST HOLD A VALID DRIVER'S LICENSE WHICH WOULD PERMIT YOU TO OPERATE A MOTORCYCLE IN YOUR HOME STATE.
- IT IS ILLEGAL FOR ANYONE NOT LISTED AS AN OPERATOR ON THE RENTAL AGREEMENT TO OPERATE THE MOTORCYCLE OR SCOOTER.
- TO RENT A MOTOR SCOOTER YOU MUST READ, SIGN AND HAVE IN YOUR POSSESSION WHILE DRIVING IN THE CITY A "SAFETY BROCHURE" AND WEAR A VEST WHICH THIS BUSINESS WILL GIVE TO YOU.
- OPERATING A MOTOR SCOOTER WITHOUT THE BROCHURE OR WITHOUT WEARING THE VEST, OR VIOLATING ANY FLORIDA TRAFFIC LAWS, WILL SUBJECT YOU TO A CIVIL PENALTY OF BETWEEN $100 AND $500 DOLLARS, OR MORE.

OVERNIGHT RENTAL OF A MOTOR SCOOTER IS PROHIBITED BY LAW – DO NOT REQUEST.

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 article 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 fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such motorcycle at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in FS 316.03(77)(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. Overnight rentals and operation of rented motor scooters at night prohibited.

(1) No person who makes a scooter available for rent shall make a scooter available for rent overnight, or rent a scooter overnight or after sunset.

(2) Any rented scooter operated on the road after dark (one half hour after sunset) shall be confiscated and impounded by the City. Possession of the impounded scooter shall be surrendered to the owner of the scooter, or to his, her or its authorized representative, no sooner than the next business day and only after payment of an impound fee in the amount of $ plus $ for each 24 hour period (or part thereof) in excess of 24 hours after confiscation, to cover the cost of confiscating, transporting, impounding and storing the scooter.

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 (1) 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 foregoing 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 foregoing 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 (1) 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>Motor Scooter</td>
<td>$150</td>
</tr>
<tr>
<td>Moped (2 or 3 wheel, less than 50cc)</td>
<td>$300</td>
</tr>
<tr>
<td>Electric Car or Dune Buggy (3 or 4 wheel)</td>
<td>$500</td>
</tr>
<tr>
<td>Motorcycle (50cc or greater)</td>
<td>$500</td>
</tr>
<tr>
<td>All other vehicles</td>
<td>$500</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, or low-speed vehicle rented, leased or hired within the City shall be inspected and registered annually with the Chief of Police at the offices of the Police Department at such times as shall be specified by the Chief. The annual application for registration of each vehicle shall include:

(1) The name, residence and mailing address of the owner, and
(2) The name, location and mailing address of the rental, etc. business, and
(3) 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), plus one dollar ($1) 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.

(f) A motor scooter may not be registered with the City under this section unless (1) the scooter was registered prior to April 23, 2015, or the owner of such motor scooter has provided prior to June 1, 2015, clear and convincing evidence of having entered a legally binding agreement to purchase the scooter and paid all or a portion of the purchase price of the scooter on or before April 23, 2015, and is unable to cancel the agreement and receive a return of the payment made, less a reasonable refund fee.

Sec. 22-105.2. Attrition of existing inventory of registered rental scooters.
(1) No 2 or 3 wheeled scooter registered with the City as a rental shall be rented when it becomes unsafe, unfit or illegal for further use without repair or modification.

(2) It shall be unlawful and punishable as provided by law for any person to rent, or instruct or permit another to rent, a two or three wheeled scooter under circumstances that would indicate to a reasonable person that the rental will be in violation of subsection (1) of this section.

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 3. From and after the effective date of this ordinance, Section 1.07.02 of the City’s Land Development Code (Definitions) is amended to add the following definition:

1.07.02 Definitions
As used in the LDC, the following terms shall have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context shall require or permit. All terms not specifically defined shall carry their usual and customary meanings. Undefined terms indigenous to a trade, industry or profession shall be defined when used in such context in accordance with their usual and customary understanding in the trade, industry or profession to which they apply.

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

* * *
SECTION 4. From and after September 5, 2017, the following sections of the City's Land Development Code are amended as follows (omitted text stricken; new text underlined) in order to define two and three wheeled scooters and to prohibit the location and operation of two or three wheeled scooter rental businesses within the city after September 5, 2017. Bold text not underlined is existing, current law.

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5.06.12 Moped; Motorcycle and Motor-Scooter Rentals and Deliveries

2.03.00 LAND USES ALLOWED IN ZONING DISTRICTS

2.03.01 Generally
A. Table 2.03.02 describes the Land Uses that are permissible, prohibited or permissible subject to Conditional Use standards and procedures or permissible when complying with supplemental standards in addition to the standards for the zoning district. Issuance of Local Development Orders or Building Permits for any specific Land Use requires compliance with the Use standards referenced in Table 2.03.02, as well as with site design standards, wetlands and other environmental standards, conditional standards when applicable and supplemental standards when applicable. Additional use prohibitions are established in the Front Beach Overlay districts (see Section 7.02.03D) and may be established pursuant to discretionary Development Permit approvals.

D. The following Land Uses are prohibited in every zoning district:
   1. Junk Yards and Salvage Yards; and;
   2. Landfills other than land clearing debris and construction debris landfills, and;

Table 2.03.02: Land Uses in Base Zoning Districts
Land Uses

Moped; Motorcycle and Motor-Scooter-Rentals

Table 4.05.02.A: Parking Space Requirements
Type of Use or activity
Table 4.05.03.B: Maximum Distance from Principal Uses to Parking Lots serving the Use

<table>
<thead>
<tr>
<th>Use</th>
<th>Maximum Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moped, Motorcycle Operations</td>
<td></td>
</tr>
</tbody>
</table>

5.06.12 Moped, Motorcycle and Motor Scooter Rentals and Deliveries

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

A. The Use must be located no greater than five hundred (500) feet from Front Beach Road, Thomas Drive or South Thomas Drive.

B. The Use must be located no closer than one thousand five hundred (1,500) feet to a Single Family zoning district (R-1A, R-1B, R-1C, R-1CT and R-0) or a limited Multi-family zoning district (R-TH and R-2).

C. On-site repair and maintenance activities are limited to equipment rented on site.

D. A minimum area of fifty (50) feet in width and eighty (80) feet in length shall be provided for training and practicing. Such area shall not be dedicated or used for any other purpose.

E. As part of the application, the applicant shall submit information and plans in sufficient detail to show the specific number of mopeds, motor scooters, and motorcycles to be associated with the property, as well as the specific location where the mopeds, motor scooters and motorcycles will be displayed, rented and stored on the property. If approved, the applicant shall submit to the Building and Planning Department the identification number of each moped, motor scooter and motorcycle available for rent prior to commencement of business operations. Such total number of mopeds, motor scooters and motorcycles shall not exceed that approved by the Planning Board.

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

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

SECTION 5. From and after the effective date of this ordinance, no conditional use applications shall be accepted by the City for the operation of a business renting two or three wheeled motor scooters.

SECTION 6. ALTERNATE AMUSEMENTS. City Staff are hereby authorized and

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directed to work with the industry to explore the accommodation of alternate amusements to fill the gap created by the prohibition of rented motor scooters.

SECTION 6. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 7. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of Section 2 of this Ordinance within the Panama City Beach Code, and the provisions of Section 3 of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. FURTHER CODIFICATION EDITORIAL DIRECTION. As soon as practicable after September 5, 2017, the appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of Section 4 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. In addition, the appropriate officers and agents of the City are authorized and directed to edit after that date any additional references to two or three wheeled motor scooters contained in the City's Code of Ordonnances or Land Development Code useful
or necessary to clarify and avoid confusion over the provisions of this Ordinance which will become effective on that date.

SECTION 9. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of ____________, 2015.

__________________________________________
MAYOR

ATTEST:

__________________________________________
CITY CLERK

EXAMINED AND APPROVED by me this ____ day of ____________, 2015.

__________________________________________
MAYOR

Published in the __________________________ on the ____ day of ________, 2015 and
Published in the __________________________ on the ____ day of ________, 2015.

Posted on pcbgov.com on the ____ day of ________________, 2015.

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REGULAR AGENDA

ITEM #12,

ORDINANCE 1359
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES RELATED TO SPECIAL EVENTS MAKING FINDINGS OF FACT; REDEFINING A SPECIAL EVENT TO BE BASED UPON THE CAPACITY OF THE EVENT VENUE OR MUNICIPAL RESOURCES REQUIRED TO SAFELY PRODUCE THE EVENT, AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; CLASSIFYING EVENTS AS SMALL, MEDIUM OR LARGE AND REVISIGN OR ESTABLISHING CRITERIA FOR THE SAFE PRODUCTION OF EVENTS; MAKING IT UNLAWFUL FOR EVENTS TO EXCEED CAPACITY OF THE EVENT VENUE OR A VENUE GATHERING SPACE AS THOSE TERMS ARE MORE PARTICULARLY DEFINED IN THE BODY OF THE ORDINANCE; CREATING A DUTY FOR PERSONS OWNING OR CONTROLLING PROPERTY ON WHICH AN UNPERMITTED SPONTANEOUS SPECIAL EVENT HAS DEVELOPED OR A PERMITTED SPECIAL EVENT HAS EXCEEDED APPROVED LEVELS TO MAKE EFFORTS TO REDUCE THE ACTIVITY OR EXCESS AND AUTHORIZING THE CHIEF OF POLICE TO APPROVE ACTIONS TO CONTROL OR REDUCE THE EVENT AS APPROPRIATE; REVISIGN THE NATURE OR ELEMENTS OF THE PLAN TO BE SUBMITTED WITH THE APPLICATION; REQUIRING APPLICANTS TO DEMONSTRATE THAT THE EVENT PLAN SUBMITTED BE FEASIBLE, CREDIBLE AND SUFFICIENT; ESTABLISHING A SCHEDULE BY WHICH FEES AND APPLICATIONS SHALL BE SUBMITTED TO THE CITY FOR REVIEW; REQUIRING A PRE-PERMIT CONFERENCE FOR LARGE EVENTS AND PROVIDING FOR A CITY SERVICES FEE; REVISIGN TIMELINES FOR CITY ACTION AND APPLICANT APPEAL OF THE CITY MANAGER’S DECISION; CLARIFYING THE NUMBER OF SPECIAL EVENTS WHICH MAY OCCUR ON ANY ONE DAY ON THE SANDY GULF BEACH; PROVIDING FOR SEVERABILITY AND REMEDIAL PURPOSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITI; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, all special events share one element in common: an assembly of people; and

WHEREAS, the City is an extremely active tourist destination which attracts large numbers of visitors who reside elsewhere and quite naturally and frequently are less inhibited in their conduct than they are at home, a fact recognized by the State of Florida, Department of Commerce in its 1980’s advertising slogan “The Rules Are Different Here”; and
WHEREAS, the City Council finds, and common sense dictates, that tourists often have no obligatory plans and, in fact, are looking for something fun to do, a fact recognized by the Bay County Tourist Development Council’s current slogan “Real. Fun. Beach.”; and

WHEREAS, the presence of large numbers of relatively uninhibited people looking for something fun to do is fertile ground for an assembly of people relatively unrestrained by the conventions they would feel at home; and

WHEREAS, any assembly of a large number of people, especially uninhibited people looking for something to do without any immediate obligations, will create circumstances contrary to the health, safety and welfare of the persons assembled and the community as a whole if adequate preparation for the event is not made and executed; and

WHEREAS, adequate preparation requires notice and an opportunity to organize resources, and for large events, the contribution of additional resources; and

WHEREAS, in 2007 and before, the City began to study the need to regulate special events held within the city by commercial promoters attracting crowds of people which, on the one hand, is good for the tourism economy of the City and Bay County, especially when overnight guests attend, but on the other hand places a strain on the limited resources of the City to protect persons and property by policing the event, policing the off-site activities of the local and visiting attendees which inevitably accompany such events, and to control event related traffic, sometimes away from the site; and

WHEREAS, the City found that it was necessary and fair to require the commercial producer and promoter of a special event to secure the safety of the crowd they assembled by providing at their expense qualified security and traffic control personnel and competent municipal type resources such as garbage and trash removal, medical facilities on-site and emergency medical transport readily available as well as sanitation facilities; and

WHEREAS, the City adopted an ordinance regulating the conduct of special events through a permitting process requiring the producer of the event to demonstrate credible plans to provide event security, municipal type services and event traffic control and to faithfully execute those plans upon penalty of the city closing the event (the “Special Event Ordinance”); and

WHEREAS, the Special Event Ordinance in essence required the event producer to think through the needs and effects of the event assembly and give the city the information and time required to coordinate its public safety efforts to accommodate the event and, with adjustments for lessons learned along the way, the Special Event Ordinance has met those purposes; and

WHEREAS, in 2014 the Special Event Ordinance was amended to address entertainment on the sandy gulf beach as a special event, requiring the producer to demonstrate credible plans to address the same assembly issues as interior events plus, other issues unique to the sandy
beach, but still focused upon commercially produced, planned events, either short term events or events continuing back-to-back through the season to entertain the constant turn-over of visitors on the sandy beach; and

WHEREAS, the City Council finds that the requirements of the Special Event Ordinance did not diminish the production of events, but in fact improved them and assisted novice event producers; and

WHEREAS, the City Council finds that the predominate business and commerce of the City, and the basis of its revenue (the City being without an ad valorem tax) is tourism and that special events are a critical and positive component of that tourism, and the City Council declares its intent to continue to support and encourage special events of all types but determines that additional rules are necessary to curb the adverse, secondary effects of events which mushroom beyond the capacity of their venue and logistical support; and

WHEREAS, the City acknowledges that the permit requirements of the Special Event Ordinance, as amended here, can be easily argued to affect lawful assemblies and speech and therefore the city has established reasonable time frames adjusted for the size and complexity of the assembly, to consider and respond to the request for a permit and prompt notice and appeal rights in the event an application is denied; and

WHEREAS, the City Council acknowledges that the ways in which the Special Event Ordinance has been and will be applied are the best evidence of the City’s commitment to special events and to the rights of the event organizers and event participants to assemble, and finds that, to date, there have been no complaints that staff has applied the existing ordinance unfairly; and

WHEREAS, to date the Special Event Ordinance has primarily focused upon planned events; and

WHEREAS, the City Council finds and determines that the advent and virtually universal spread of social media through the demographic of visitors to Panama City Beach has, in just the past two years, caused special event type entertainment assemblies to be commercially produced and promoted very quickly and in hastily created or converted venues with little or no notice or adequate private or public planning and provision for security, crowd control, traffic control and parking, and in some cases these events have spontaneously occurred with no accountable producer or any planning or preparation (Pop-Up Events); and

WHEREAS, the City Council finds and determines that both commercial Pop-Up Events (with an identifiable producer) and spontaneous Pop-Up Events are contrary to the health, safety and welfare of the community due to the lack of internal planning and control, and notice to the City to permit external planning and protection; and
WHEREAS, the City Council also finds and determines that the lack of internal and external planning and control of Pop-Up Events creates secondary effects that frequently become a public and private nuisance, including by way of example and not limitation, traffic congestion, pedestrian trespass, vehicular trespass, illegal parking, illegal drug and alcohol use, violence and other breaches of the peace, especially where a large crowd of pedestrians and even vehicles are held waiting outside a venue that is at capacity or attempt to access a venue that has essentially unlimited access; and

WHEREAS, the City Council also finds and determines that commercial Pop-Up Events will continue and, in fact, increase and that the producers of these events should be required to think through the needs and effects of the event assembly and give the city the information and time required to coordinate its public safety efforts to accommodate the attendees, just as traditional special events which in the past were publicized and promoted through slower and more predictable media; and

WHEREAS, the City Council recognizes that spontaneous Pop-Up Events in a non-commercial venue present a more difficult issue in a free society because they are, in fact, a spontaneous assembly which is the right of a free people, but the City Council also finds and determines that when such an assembly begins to create the same adverse effects which are attendant to an unregulated traditional special event, that is such things as neighborhood trespass of persons or vehicles, illegal parking, traffic congestion, frequent or repeated violations of the law facilitated by the anonymity of the crowd, a need for sanitation facilities, etc., then it is reasonable and lawful to place upon the owner or person in control of the venue, after notice, the duty under penalty of law to do all that he or she can reasonably do to bring the event under or within the threshold limits of the criteria which caused the assembly to become problematic; and

WHEREAS, the City Council finds and determines that the placing upon the owner or person in control of a non-commercial venue where a spontaneous special event occurs the duty to do all they reasonably can to bring the assembly under control will create a needed incentive for owners to pay attention to their property and be alert to not allowing assemblies upon their property to get out of control in the first place; and

WHEREAS, the City Council also finds and determines that the City has experienced an entirely new Pop-Up Event phenomenon, that is, a spontaneous special event “organized” through social media with no accountable producer or promoter, but still generating the same types of needs and effects as a traditional special event, albeit so far on a smaller scale; these Pop-Up Events include by way of example and not limitation, “open” house parties (no invitation required); “pay-party” house parties (no invitation required, leave money at the door) and large beach assemblies with amplified music; and

WHEREAS, the City Council also finds and determines that the variety, uniqueness, innovation and timing of modern special event assemblies, some commercially promoted and others spontaneously occurring and all frequently publicized and promoted through
instantaneous social media as well as traditional media, require the City to adopt a more flexible and commonsense approach to defining and determining what is a special event; and

WHEREAS, the City Council has received and considered extensive testimony from the public, from promoters and producers of special events and from staff, including the Fire Marshall, the Chief of Police and the City Manager, regarding what should be considered a special event and the issues and opportunities for mischief accompanying them, and moreover, the Council members have personally witnessed virtually all of these issues from time to time and find that the testimony presented in support of this ordinance is consistent with their own, first-hand experience; and

WHEREAS, by this ordinance, based upon that testimony and experience, the City Council intends to establish specific criteria defining and determining what should be considered a special event under the totality of the circumstances at hand and to authorize staff to apply that criteria in each specific case; and

WHEREAS, the City has attempted in the past to define special events based primarily upon anticipated attendance and found that method to be unreliable sometimes in the age of social media; and

WHEREAS, the City Council is aware of the inalienable right of citizens in a free state to assemble peacefully and without creating a public nuisance, and to speak and entertain freely, but expressly finds that the type of assemblies that will trigger the application of this ordinance create a real and imminent threat to the health, safety and welfare of the event patrons as well as the community if the notice, planning, preparation, services and control required by this ordinance is not provided, and based upon years of experience the City finds that there is no less intrusive way of handling the situation in the extremely active tourist environment of the City, so to borrow from Mr. Justice Holmes, “Upon this point a page of history is worth a volume of logic.” N.Y. Trust Co. v. Eisner, 256 U.S. 345, 349 (1941) and the City has been working with special events for several decades, regulating them for the last; and

WHEREAS, the City Council is aware that the authority given staff to interpret and apply the specific criteria established in this ordinance in order that the City may timely consider the totality of the circumstances in each unique case, may be argued to invite arbitrary or capricious chilling of the rights of free speech or assembly but, Justice Holmes again, “Great constitutional provisions must be administered with caution. Some play must be allowed in the joints of the [government] machine.” Missouri, K.&T. Ry. Co. of Texas v. May, 24 S. Ct. 638 (1904); and

WHEREAS, the City finds and determines it necessary to update and amend the Special Events Ordinance to better regulate traditionally produced and marketed special events and to add Pop-Up Events because, without these amendments, events will over-run the current law; and

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WHEREAS, the City Council finds and determines that this ordinance will promote the public good by establishing necessary standards to define special events in the digital age, to create incentives and mechanisms to promote the public welfare by fostering preparation for, and curbing the excesses of, assemblies which by these same standards become events needing some level of support and control to protect persons and property, and therefore that, although this ordinance contains penalties, it is adopted for a remedial purpose and if challenged should nonetheless be given an equitable construction in order to achieve the clear remedial purposes determined by the legislative Council. *N. Securities Co. v. US*, 24 S. Ct. 436 (1904); and

WHEREAS, the City Council recognizes that the provisions of this ordinance are somewhat complex and interrelated by the definitions employed and the form by which the ordinance is structured, but also finds that the events and assemblies upon which the substance of this ordinance applies are quite varied and must be considered several and not interdependent, so that if this ordinance is found to be unenforceable, in whole or in part, against one or more classes of events or assemblies, the remainder may easily be left in force, and should be left in force for the public good.

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

SECTION 1. The forgoing recitals are incorporated as legislative findings of fact.

SECTION 2. From and after the effective date of this ordinance Article II of Chapter 4 of the Code of Ordinances of the City of Panama City Beach, related to Special Events is amended to read as follows:

**ARTICLE II. SPECIAL EVENTS**

Sec. 4-16. Definition.
Sec. 4-17. Permit required; purpose.
Sec. 4-17.1 Spontaneous Unpermitted Events.
Sec. 4-18. Application for permit.
Sec. 4-19. Application fee and City services fee.
Sec. 4-20. Additional information.
Sec. 4-21. Action on the application and appeal.
Sec. 4-22. Posting vendor contacts.
Sec. 4-23. Suspension Termination of permit granted.
Sec. 4-24. Limitation of sandy beach events on the same day.
Sec. 4-25. Unlawful for event attendance to exceed capacity.
Sec. 4-26. Enforcement and Penalties
Sec. 4-27. Remedial purpose and severability.
Secs. 4-28—4-49. Reserved.

Sec. 4-16. Definitions.
The term "event venue" shall mean any contiguous or connected area (improved or unimproved or both and including parcels separated by a street or other public way but coordinated as a whole for the event) under common or coordinated control and used for a special event. An event venue may consist of one or more patron gathering spaces, in particular indoor and outdoor spaces but also other types of spaces with different occupancy limits.

The term "special event" shall mean any gathering of persons, reasonably expected to exceed five hundred (500) persons during any one (1) hour, invited by public advertisement for the purpose of witnessing or participating in any entertainment, or exhibition, ceremony or celebration, or purchasing or selling any merchandise, food or beverage, or consuming any food or beverage which also meets one or more of the following criteria, primarily in open spaces or temporary or permanent venues or structures not customarily, routinely and frequently used for such purposes, or employing parked vans, trailers or other vehicles, which event is a parade held on an officially closed, public street or road and lasting no more than two (2) hours is not, without more, a special event.

(A) **ANTICIPATED OVERALL ATTENDANCE EXCEEDS VENUE CAPACITY.** It is reasonably anticipated that the number of persons who will attend and attempt to attend the event at any point in time will exceed the number of persons permitted within the event venue. Event venue capacity shall be the aggregate of the capacity of all patron gathering spaces within the venue. The capacity of each gathering space shall be determined (i) by fire or safety code or other law applicable to that space, and (ii) for each other space at the rate of one person for every seven (7) square feet of horizontal space. Parking lots and driveways and pedestrian ingress and egress routes used as such during the event shall not be considered gathering spaces. Anticipated attendance shall be determined by the City Manager based upon a review of the totality of the circumstances and factors at hand, always including but not limited to:

1. The size of the event venue.
2. Whether the event is ticketed.
3. Estimates provided by the event producer or any person with a financial or other personal interest in the event, the probative value of which shall take into consideration the reputation of the person for honest and forthright dealings and the experience and history of the person in estimating and planning for previous events of any nature.
4. Actual attendance at prior, similar events regardless of the producer and wherever located.
5. The extent of promotion and advertisement of the event, excluding spontaneous social media not initiated, encouraged or orchestrated by the event producer or any person acting on behalf of the event producer or any person with a financial or other personal interest in the event (“spontaneous social media”), especially promotion outside of Bay County.
6. Whether the location and configuration of the event venue, and the nature and presence (sight and sound) of the event, will be likely to draw attendees or observers from the public at large.
7. Spontaneous social media.

(B) **ANTICIPATED PARKING.** It is reasonably anticipated that the number of persons anticipated to attend the event by vehicle will exceed on-site event parking based upon an average factor of 5 persons per vehicle. Anticipated attendance shall be determined as provided in subsection (A).
(C) MUNICIPAL RESOURCES ANTICIPATED. The gathering is reasonably anticipated expected to require for its safe and successful execution the provision or and coordination of municipal services by the City or by the organizer of the event producer to a degree above that which the City routinely provides under ordinary, everyday circumstances. Municipal services includes, but are not limited to fire and police protection, crowd control, traffic control, parking control, street closure, emergency medical services, garbage or trash facilities or clean-up and sanitation facilities. The anticipated need to provide or coordinate municipal services shall be determined by the City Manager based upon a review of the totality of the circumstances and factors at hand, including but not limited to:

1. The size of the event venue and the anticipated attendance.
2. The location of the event to determine the potential for pedestrian and vehicular congestion.
3. The nature of the event, the activities planned during it and the weather conditions of the season to evaluate the danger of harm to persons and property such as a fireworks explosion, a collision of participants or spectators, spectator or participant heatstroke, drowning, and the like.
4. The historical density of visitors to the beaches during the annual season of the event and the type of activities, good and bad, in which those visitors have historically engaged.
5. Whether the event venue is specifically designed and staffed to handle the anticipated needs and effects of the anticipated number of attendees.
6. Any event to be held in any part on the sandy gulf beach is be presumed to be a special event. This presumption can be rebutted only by the event producer providing clear and convincing evidence that, based upon the nature, location, time and season of the event it is almost certain that the event will not draw a spontaneous crowd in excess one person for every seven (7) square feet of sandy gulf beach controlled by the producer.

(D) ACTUAL ATTENDANCE EXCEEDS CAPACITY OF THE EVENT VENUE. The number of persons attending and attempting to attend the event exceeds at any point in time the number of persons permitted within the event venue determined as provided in (a) above. The number actually in attendance shall be determined by the Chief of Police or his designee using recognized or previously established law enforcement estimating techniques.

(E) ACTUAL VEHICLE CONGESTION. The number of vehicles actually parked and attempting to park for the event exceeds at any point in time on-site parking available. The number actually parked and attempting to park shall be determined by the Chief of Police or his designee using recognized or previously established law enforcement estimating techniques.

(F) MUNICIPAL RESOURCES ACTUALLY REQUIRED. The municipal resources required for the event exceeds at any point in time the resources typically available from the City plus the municipal resources provided by the producer of the event. The level of resources required at any point in time during the event shall be that minimum level needed to maintain the peace and protect the health, safety and welfare of persons or property as may be determined by the Chief of Police or his designee based upon a review of the totality of the circumstances and factors at hand, always including but not limited to the following where clearly associated with the event:

1. Repeated pedestrian trespass
(2) Repeated vehicular trespass

(3) Illegal parking

(4) Traffic congestion

(5) Apparent need for sanitation facilities as evidenced by public urination or other bodily functions.

(6) Repeated and flagrant instances of illegal activity.

(7) Repeated noise ordinance violations after notice, including differing offenders

(8) Unusual amount of Trash being abandoned with no apparent resources available to clean up after event.

(9) Unusual or repeated need for medical assistance.

(10) An assembly of persons on the sandy gulf beach more dense than one person for every seven (7) square feet of horizontal space who are attracted by any activity conducted or permitted by the owner or occupant of the real property immediately landward of the assembly shall be deemed a special event.

All special events are divided into three classes:

(1) A “small event” being an event with an anticipated, maximum attendance at any point in time of 500 persons or less.

(2) A “medium event” being an event with an anticipated, maximum attendance at any point in time of more than five hundred 500 but less than 5,000 persons.

(3) A “large event” being an event with an anticipated, maximum attendance at any point in time exceeding 5,000 persons.

A parade held on an officially closed, public street or road and lasting no more than two (2) hours is not, without more, a special event. The term "special event" shall also mean any gathering of persons in excess of five hundred (500) persons in a site entirely on the sandy gulf beach who are engaged in witnessing or participating in any live entertainment involving electronically amplified sound regardless of whether the event is advertised or whether such persons are invited to attend, PROVIDED HOWEVER that if (i) the amplified sound and live entertainment are not directed toward persons on the sandy gulf beach in such a manner as to encourage persons on the sandy gulf beach to become part of the audience of the entertainment, and if (ii) the amplified sound heard on the sandy gulf beach and the visibility of the entertainment are reduced to the fullest extent practicable or feasible without frustrating the purpose of the entertainment, and if (iii) no person associated with the entertainment has solicited or encouraged persons on the sandy beach to assemble or to witness or participate in the entertainment, then an unsolicited and spontaneous gathering of persons on the sandy beach shall not be a special event. This type of special event may also be referred to as a "sandy beach event." As used here, the term "live entertainment" includes by way of example and not limitation concerts, live performances of music or theater, D.J.'s, contests or events with a master of ceremonies.

Sec. 4-17. Permit required; purpose
No person shall organize, stage, promote or conduct any special event without first securing from the City Manager or his designee holding a valid and unsuspended special event permit granted by the City.
Manager under this Chapter. The purpose of this law is to promote the public health, safety and welfare by requiring special event producers promoters to develop and demonstrate the ability to execute feasible plans to safely conduct the event, and to permit the City to understand and prepare for any collateral effects of the event in the community.

Sec. 4-17.1 Spontaneous Unpermitted Events.

If an assembly develops into a special event spontaneously (typically without a permit) in either a commercial or non-commercial venue, it shall become the duty of all persons owning or able to control the event venue to reduce the activity or circumstances which caused the assembly to become a special event - that is for example but not limited to, reducing occupancy to the permitted capacity of the venue or providing transportation to eliminate off-site parking or vehicular or pedestrian congestion, or to provide the additional municipal resources needed to regulate event traffic, maintain the peace and protect the public health, safety and welfare. The failure of any such person to immediately after notice from the city make a diligent and constant effort to reduce the event below the applicable criteria threshold shall be a violation of this law. The Chief of Police or his designee is authorized to approve actions to partially or slowly reduce the event below the applicable criteria threshold as compliance if he or she finds (i) that such person is acting expeditiously and reasonably to employ feasibly available resources to address the issues after notice that the assembly has become a special event, (ii) that full reduction to the criteria threshold will not be feasible and (iii) that it would be safer to taper down the event rather than to abruptly close the venue or stop the event.

Sec. 4-18. Application for permit.

Each application for a special event permit required by this Article section 4-17 shall contain the information described below and must follow. A complete application for a sandy beach event shall be filed, and the permit fee paid, no less than the following number of thirty (30) days before the opening of the event to the public.

(1) 60 calendar days for a large event or for a medium event to be held in whole or in part during the month of March, Memorial Day weekend, 4th of July and its closest weekend or Labor Day weekend.

(2) 30 calendar days for a medium event other than at the above times.

(3) 20 calendar days for a small event.

The City Manager may reduce the number of days required in the event that he finds (i) that the event will provide significant economic or other value to the community or serves a public purpose, (ii) the event promoter files a complete application and fee and stands willing and able to pay and deposit a sum to cover any overtime required for city staff to conduct an ordinary review of it, and (iii) city staff has the capacity to conduct an ordinary review of the application without causing material neglect of other staff duties.

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

(2) The dates and times of the event and a brief description of the activities, goods and services and entertainment to be offered. The names and addresses of all bands or other entertainers shall be disclosed for the sole purpose of the City, first, investigating whether sufficient adverse secondary effects have accompanied the
entertainer's performance(s) within the immediately preceding two (2) years to raise a concern that a performance at the event could endanger the public health, safety and welfare or materially contribute to the development of a public nuisance and then, second, consider the results of that investigation as part of the evaluation of the feasibility, credibility and sufficiency of the various plans proposed in the application for the purpose of protecting persons and property.

(3) Additionally, for a sandy beach event specification of whether (i) patrons will be permitted to bring alcoholic beverages into the event (herein a "coolers event"), or (ii) patrons will not be permitted to bring alcoholic beverages into the event but patrons will be offered alcoholic beverages within the event (herein an "alcohol sales event"), or (iii) alcoholic beverages will be prohibited within the event (herein a "no alcohol event").

(4) An estimate of the largest number of persons anticipated to be in attendance in the event venue at any point in time area for each hour of the event (herein, the anticipated, maximum hourly attendance), and a feasible, credible and sufficient plan for determining the actual approximate number of patrons actually in attendance in the event venue area(s) as the event progresses and keeping the City informed in real time of that number, and a feasible, credible and sufficient plan to manage and control or disburse the persons desiring to enter the event after capacity is reached. For a sandy beach event, attendance shall be deemed to be one (1) person for each seven (7) square feet of patron area shown on the site plan required by this section, regardless of anticipated or actual attendance.

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

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

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

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

(ii) The plan shall also provide for the following on site security officers to work the event:

(a) for a "cooler event" at least five (5) persons professionally trained in house security, at least one (1) of whom shall be a certified law enforcement officer or person and the remainder of whom shall be licensed as a security guard under F.S. Ch. 493 (Class "D" or better), on duty for every one thousand (1,000) deemed attendees or portion thereof.

(b) for an "alcohol sales event" at least three (3) persons professionally trained in house security, at least one of whom shall be a certified law enforcement officer or person and the remainder of whom shall be licensed as a security guard under F.S. Ch. 493 (Class "D" or better), on duty for every one thousand (1,000) deemed attendees or portion thereof.

(c) and for a "no alcohol event" at least one certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better) on duty for every one thousand (1,000) deemed attendees or portion thereof.

No security or traffic control personnel may work more than one (1) twelve (12) eight (8) hour shift in any twenty-four (24) hour period. The plan shall include a detailed description of the plan of security, traffic control, communications, fire protection and emergency services, including ambulance service, to be used and how it is to be implemented, and the general background of the training and ability of the personnel to be used in implementing the plan.

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

(i) For a small event: none.

(ii) For a medium event: two (2) EMTs or paramedics.

(iii) For a large event: two (2) EMTs or paramedics and in addition two (2) EMTs or paramedics per each eight thousand (8,000) anticipated maximum attendees, or portion thereof.

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

For an anticipated, maximum hourly attendance rate of more than five hundred (500) but less than one thousand (1,000) persons—One (1) EMT or paramedic.
For an anticipated, maximum hourly attendance rate exceeding one thousand (1,000) persons, one (1) additional EMT or paramedic per each two thousand (2,000) additional, anticipated maximum hourly attendee, or portion thereof.

By way of illustration, moderate hazard events include, but are not limited to, regional events, concerts, carnivals and fairs. Similarly, low hazard events include, but are not limited to, car shows, flea markets, local festivals, craft shows, local sporting events, and organized sporting tournaments. High hazard events include, but are not limited to, an event with stunts or having the potential for special danger to participants or spectators, or the potential for sustained exposure to extreme ambient temperatures. A low or moderate event may present a higher hazard due to extreme temperatures. Higher hazard events may be required to provide an Advanced Life Support Unit with transport capability. Staffing shall be equipped with customary supplies necessary to treat injuries and illnesses commonly associated with outdoor activities or similar events.

Plans demonstrating that all stages, booths, tents, scaffoldings or structures of any nature on, under or within which persons may congregate, shall conform to the applicable building and other construction codes then in effect in the City, and that any entertainment stage erected on the sandy beach in connection with a special event will be guarded by a person professionally trained in house security and authorized and instructed to prevent unsupervised, public use or activity on or about the stage twenty-four (24) hours a day, seven (7) days a week.

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

A site plan showing the location and size of the event venue area(s) and all parking areas (including required handicap parking), and the location of all other features required by this section. For a sandy beach event, the site plan shall show a cleared east/west corridor on the sandy beach outside the event venue area(s) adequate to permit the one-way passage of an emergency vehicle, and a cleared east/west pedestrian corridor at and above the wet sand at the water's edge at least twenty five (25) feet wide. This requirement may be waived for an event held in a venue with adequate on-site parking, for example a walk-up event.

A feasible, and credible and sufficient plan to provide and control safe pedestrian access between parking area(s) and the event venue area(s) which will minimize adverse impacts upon surrounding properties and businesses. For a sandy beach event, feasible, and credible and sufficient plan to keep the east/west emergency vehicle corridor and the waterfront pedestrian corridor open for traffic at all times. This requirement may be waived for an event with only on-site parking.

A feasible, and credible and sufficient plan to enclose, restrict or control access to all parking and the event venue area(s) and to limit the number of persons within the event venue area(s) to the maximum number anticipated, and a feasible, and credible and
sufficient contingency plan to deal with persons in excess of that number to minimize adverse impacts upon surrounding properties and businesses.

(15) Additionally, for a medium or large event held in any part on the sandy gulf beach event, plans demonstrating that the event space on the sandy beach event venue area(s) will be enclosed on all sides by fences or other structures adequate to prevent access to the event at any point other than controlled access gates, but and also demonstrating adequate egress facilities and routes to clear the event venue area in case of an emergency. If any entertainment or activity is provided for the event which may attract a crowd outside the event venue, the fences or other structures shall be opaque and a minimum of six (6) feet high so as to prevent persons standing on ground level outside the fence or event venue area(s) from viewing the entertainment; except that in lieu of a six (6) foot opaque fence on the gulf water side there may be substituted two parallel fences each a minimum of four (4) feet high lying parallel to the gulf water’s edge and no less than 10 feet apart. A running current count of attendees shall be kept at the gate(s) of a sandy beach event and actual attendance shall not exceed the deemed attendance.

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

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

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

(16) For a large event out of doors, a feasible and credible plan to provide sufficient
elevated viewing platforms to permit event security and upon request City police to
oversee the crowd and be able to pinpoint and respond to a disturbance or
unusual activity before it escalates.

(1744) To be credible, a plan must include either evidence that the applicant is qualified,
experienced and capable of executing it alone, or written commitments from one or more
qualified, experienced and capable third parties promising to execute or assist the
applicant in executing the plan and acknowledging that the commitment is being made to
induce the City to issue a permit for the event.

(18) To be sufficient, a plan must provide adequate, immediately available resources to
reasonably handle issues known to occur at similar type events.

(194) For medium events anticipating a maximum hourly attendance rate of one thousand
(1,000) persons or more a cash deposit in the amount of two thousand dollars
($2,000.00) or one thousand dollars ($1,000.00) per day, whichever is greater, but not to
exceed five thousand dollars ($5,000.00). For large events a cash deposit in the
amount of three thousand dollars ($3,000.00) or one thousand five-hundred dollars
($1,500.00) per day, whichever is greater, but not to exceed six thousand dollars
($6,000.00). The return of such deposit, in whole or in part, shall be conditioned upon the
applicant timely and completely performing all of the plans submitted with the application
or reimbursing the City for all direct and indirect costs incurred to protect public or private
health, safety or welfare in the absence of such performance or to pay the City any rent
due the City for the use of city facilities in the event. In the event any such cost shall
exceed the amount of the deposit, the applicant shall be liable to the City for such excess
to the extent permitted by law.

Sec. 4-19. Application fee and City services fee.
(1) Application for a special event permit shall be accompanied by one of the following applicable
fees a fee of three hundred fifty dollars ($350.00) for administrative expenses incurred in evaluation
and processing the application:

(i) For small event, $50.00.
(ii) For a medium event, $225.00.
(iii) For a large event, $350.00.

If an a sandy beach event permit for a large event wholly or partially on the sandy beach is not issued
due to other such sandy beach event(s) occurring on the same calendar day the application fee shall be
refunded. In the event the City Council shall find that the event will serve a charitable, public and
non-religious purpose, it may by resolution waive or lower the application or City services fee, or
both, by appropriating general revenue funds to be applied to the fee.

(2) As part of the City’s administrative review of an application for a large event permit, as
soon as the City’s initial review of the application is sufficiently complete to estimate the City
services for police, fire and medical support that will be needed as a direct result of the event and
not as a duty to the public generally, as well as the actual, marginal cost of those services, the City Manager or his or her designee shall schedule a pre-permit conference with the applicant during which the conduct of the event shall be discussed, public and private resources coordinated and the amount of the City services fee to be paid by the applicant agreed upon or not. It shall be the Applicant’s duty to attend the pre-permit meeting at a day and time convenient for city staff. If the applicant does not accept the amount of the fee determined by the City, the City shall nonetheless proceed in ordinary course to complete the application process and either deny the permit through the process contained in this Article without consideration of the applicants objection to the fee, or if the applicant is entitled to the permit then grant the permit upon the condition that the City services fee be paid before the permit becomes valid or effective.

Sec. 4-20. Additional information.
Before denying a permit or conditioning a permit based upon things not included in the a written application or agreed to by the applicant, the City Manager or his designee shall give the applicant written notice of the any deficiencies in the application or the need to add conditions to the permit and provide the applicant an opportunity to present additional written information addressing those deficiencies or needs.

Sec. 4-21. Action on the application and appeal.
(1) The permit shall be deemed granted as applied for if the application fee is paid and the City Manager does not grant, grant with conditions or deny the permit in writing at least thirty (30) calendar days before the public opening of a large event, fifteen (15) calendar days before the public opening of a medium event and ten (10) calendar days before the public opening of a small event, unless the delay is caused by the need to obtain additional information from the applicant or the applicant’s failure to attend and participate in the pre-permit meeting within twenty (20) days after receipt of the completed application or additional information if applicable and payment of the application fee.

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

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

(4) In addition, if the applicant does not accept the amount of the City services fee, the applicant shall have the right to appeal to the City Council the amount of the fee by letter filed with the City Clerk within three (3) business days after the city shall advise the applicant in writing of the amount of the fee and the fact that the applicant may appeal within three business days. The City Council shall uphold or lessen the fee based upon information about the extent of services to be rendered by the city directly related to the event and the cost of those services as presented by the applicant and the City Manager or his or her designee in a de novo, quasi-judicial hearing held as soon as may be practicable. The City Council’s decision, including its reasons therefore, shall be announced at the conclusion of the hearing and entered onto the record thereof which shall constitute the Council’s final order in any subsequent proceedings. The hearing may be continued from time to time in the sole discretion of the City Council. If the City Council is unable to timely conduct or conclude the hearing, the applicant may pay to the City the disputed fee under protest, and the permit shall become effective so that the event may be held, in which case the hearing shall be held and concluded after the event at a mutually convenient time. If the fee is upheld, it shall be accepted by the City; if it is reduced the reduction shall be refunded to the applicant.

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

Sec. 4-23. Suspension Termination of permit granted.
If the permit is granted, the facilities, areas, services and staffing as demonstrated in the application shall be continuously provided during the special event, and any failure to so provide shall result in the automatic suspension of the permit and suspension of the event until full provision is made. Should attendance exceed hourly estimates (or deemed attendance for a sandy beach event) for a period of one (1) hour, the applicant shall immediately limit attendance and provide additional staffing to meet the requirements specified in Sections 4-18(7) and 4-18(8) or suspend the event until those requirements are met. Should the actual attendance, the actual number of vehicles or the municipal resources actually required exceed for a period of one (1) hour the number or level anticipated by the application and permit, it shall become the duty of all persons owning or able to control the event or the event venue to reduce the excess. The failure of any such person to immediately after notice from the city make a diligent and constant effort to reduce the excess shall be a violation of this law. The Chief of Police or his designee is authorized to approve actions to partially or slowly reduce the excess as compliance if he or she finds (i) that such person is acting in good faith after notice of the excess, (ii) that full and immediate elimination of the excess will not be feasible and (iii) that it would be safer to taper down the event rather than to abruptly close the venue or stop the event. Conversely, should actual attendance fall below the permit hourly estimates (or deemed attendance for a sandy beach event) for a sustained period and appear likely to continue at reduced levels, the City Manager or his designee shall be authorized, but not required, to allow the applicant to reduce staffing to the minimum requirements specified in said sections.

Sec. 4-24. Limitation of sandy beach events on the same day.
Notwithstanding anything to the contrary herein, permits for large events occurring wholly or partially on the sandy beach events shall be restricted to the following limits for any one (1) calendar day:

1. One large sandy beach event with deemed attendance in excess of ten thousand (10,000) persons; or
2. Multiple large or medium sandy beach events with aggregate deemed attendance of twelve thousand (12,000) persons where the deemed attendance of no single event is greater than five thousand (5,000) persons; or
3. Multiple large or medium sandy beach events with aggregate deemed attendance of fifteen thousand (15,000) persons where the deemed attendance of no single event is greater than two thousand five hundred (2,500) persons; or
4. A total of six (6) large or medium sandy beach events regardless of deemed attendance.

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

Sec. 4-25. Unlawful for event attendance to exceed capacity.
(1) It shall be unlawful for the number of persons gathering in an event venue to exceed the event venue capacity. The producer of the event and all persons employed by the event and in attendance at the time such an excess occurs, and the owners and the persons ordinarily in control of the real property upon which all or a portion of the event venue is located who have personal knowledge of such excess and do not immediately and take all lawful measures within their power to reduce the occupancy, shall be guilty of a civil infraction as specified in this Article and a violation punishable as provided in Code Section 1-12. Each excess occurring an hour or more apart during a single or unified special event is a separate offence for all such persons.

(2) Event venue capacity means the aggregate of the capacity of all patron gathering spaces within the venue. The capacity of each gathering space shall be determined (i) by fire or safety code or other law applicable to that space, and (ii) for each other space at the rate of one person for every seven (7) square feet of horizontal space. Parking lots and driveways and pedestrian ingress and egress routes used as such during the event shall not be considered gathering spaces.

(3) It shall be unlawful for the number of persons gathering in a gathering space within an event venue to exceed the capacity of that gathering space. The producer of the event and all persons employed by the event and in attendance at the time such an excess occurs, and the owners and the persons ordinarily in control of the real property upon which all or a portion of the gathering space is located who have personal knowledge of such excess and do not immediately and take all lawful measures within their power to reduce the occupancy, shall be guilty of a violation punishable as provided in Code Section 1-12. Each excess occurring an hour or more apart during a single or unified special event is a separate offence for all such persons.

(4) Gathering space capacity means the capacity of a particular gathering area within an event venue. The capacity of each gathering space shall be determined (i) by fire or safety code or other law applicable to that space, and (ii) for each other space at the rate of one person for every seven (7) square feet of horizontal space. Parking lots and driveways and pedestrian ingress and egress routes used as such during the event shall not be considered gathering spaces. Individual gathering spaces or areas are those spaces within the event venue that are separated from each other by physical barriers that would impede an emergency, full scale movement of all persons from one space into another.

Sec. 4-26. Enforcement and Penalties.
(a) The City finds that a violation of any section of this Article 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(8), 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 civil 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.

(e) Each day (any 24 consecutive hour period) that a continuing violation of this Chapter occurs or continues shall constitute a separate, civil infraction punishable by a civil penalty in the cumulative amount specified above. Repeat violations by a single person or entity may relate to different requirements imposed by this law and in different circumstances and still constitute a repeat violation for the purpose of determining the civil penalty due.

Sec. 4-27. Remedial purpose and severability.

1) This Article will promote the public good by establishing necessary standards to define special events in the digital age and creating incentives and mechanisms to promote the public welfare by fostering preparation for, and curbing the excesses of, those assemblies, and also to employ those same standards to require persons owning or controlling property upon which a spontaneous, unplanned event occurs to use their best efforts to immediately control the event if feasible and provide an incentive to better secure their property in the future. Therefore, even though this Article contains penalties, it is adopted for the remedial purposes set forth here and in the lengthy recitals to the adopting ordinance, and if challenged the Article should nonetheless be given an equitable construction in order to achieve the clear and remedial purposes determined by the City Council.
(2) If any part or provision of this Article is held to be unenforceable for any reason, the remainder shall remain in full force and effect to the fullest extent possible under as liberal construction as may be needed to achieve its remedial purposes.

Secs. 4-28—4-49. Reserved.

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of __________, 2015.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of __________, 2015.

__________________________
MAYOR

Published in the __________ on the ___ day of __________, 2015.
REGULAR AGENDA
ITEM #13,

ORDINANCE 1360
ORDINANCE NO. 1360

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, MAKING FINDINGS OF FACT RELATING TO CERTAIN ADVERSE EFFECTS OF UNSUPERVISED VACATION RENTALS BY OWNER; AMENDING THE CITY'S CODE OF ORDINANCES TO REGULATE SHORT TERM VACATION RENTALS BY OWNER AS PERMITTED BY STATE LAW; REQUIRING REGISTRATION OF EACH UNIT; REQUIRING DESIGNATION OF RESPONSIBLE PARTY FOR EACH UNIT; SPECIFYING MAXIMUM OCCUPANCY LIMITS; PROHIBITING CERTAIN ACTIONS BY OWNERS AND OCCUPANTS; ESTABLISHING CIVIL AND CRIMINAL PENALTIES FOR VIOLATION; PROVIDING LIMITED EXCEPTION FROM MAXIMUM OCCUPANCY LIMITS FOR CONTRACTS ENTERED PRIOR TO THE EFFECTIVE DATE OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSEST:

WHEREAS, prior to 2011 Florida's cities and counties regulated local land use issues and decisions under the Home Rule authority granted them by the Florida Constitution; and

WHEREAS, the 2011 Florida Legislature enacted House Bill 883 (Florida Chapter 2011-119, Laws of Florida)(hereafter "HB 883") which preempted the local regulation of a specific land use commonly called short-term vacation rentals by owner (transient rentals less than thirty days in duration and commonly located in residential areas); and

WHEREAS, short-term vacation rental units are designated by Florida law as public lodging establishments the same as hotels, motels and bed and breakfast establishments; and

WHEREAS, the preemption bill provided for very little oversight from the state for short-term vacation rentals and as a result standards for short-term vacation rentals have become relaxed when compared to other public lodging establishments such as hotels, motels, and bed and breakfast establishments; and
WHEREAS, HB 883 prevented local communities from enacting new regulations necessary to address any negative impacts caused by short-term vacation rental units; and

WHEREAS, the 2014 Florida Legislature enacted Senate Bill 356 (Florida Chapter 2014-71. Laws of Florida, hereafter "SB 356") which rescinded the previous preemption on local regulation of short-term vacation rentals, but also provided that a local law, ordinance, or regulation adopted after June 1, 2011, may not prohibit short-term vacation rentals or regulate the duration or frequency of short-term vacation rentals; and

WHEREAS, SB 356 has returned some local control to communities to mitigate the effects of short-term vacation rentals in an attempt to make them more compatible with existing neighborhoods and accountable for their proper operation; and

WHEREAS, single-family residential neighborhoods and their required infrastructure are generally designed to accommodate typical single-family residential homes with two (2) to five (5) persons per household on average; and

WHEREAS, local governments apply design standards tailored for residential neighborhoods to their roads, driveways, emergency services planning, public shelters, emergency evacuation plans, solid waste collection, utilities, buffers and the like; and

WHEREAS, residential and vacation condominiums and their required infrastructure are generally designed to accommodate typical single-family units with at least one full bathroom for every four (4) occupants on average; and

WHEREAS, condominiums are designed for limited occupancy and typical residential uses which do not include large and frequent parties at all times of the day and night; and

WHEREAS, permanent and long term single-family home and condominium residents inherently understand, know and generally respect their physical surroundings and their neighbors because they have daily familiarity with the neighborhood or condominium building and share a common interest in “getting along” with their neighbors, all of which tends to naturally limit excessive, bothersome and sometimes dangerous behavior and conditions; and
WHEREAS, permanent and long term residents within residential neighborhoods and condominiums establish long-term friendships, social norms and a sense of community which leads to mutual respect among property owners on an ongoing basis; and

WHEREAS, the vacationing, short term occupants of transient rental units do not share that common understanding and self-interest and moreover are, by definition, “on vacation” which carries a cultural motivation to act more freely away from the daily routines of their lives at home, and in a residential neighborhood or a residential condominium that frequently leads to excessive, bothersome and sometimes dangerous behavior and conditions; and

WHEREAS, a single-family dwelling home is typically the largest investment a family will make in its lifetime, with the home held sacred in popular culture as the heart and the center of the family unit; and

WHEREAS, permanent residents within established residential neighborhoods deserve the right to tranquility and peaceful enjoyment of their home without over-intrusion by an excessive number of transient occupants in the neighborhood; and

WHEREAS, transient rental units located within established neighborhoods and condominiums can disturb their neighbors’ quiet enjoyment, lower property values, and burden the design layout of a typical neighborhood or condominium; and

WHEREAS, the presence of transient rental units within single-family dwelling units in residential neighborhoods and in residential condominiums creates negative compatibility impacts, among which include, but are not limited to, excessive noise, on-street parking, vehicular trespass on private property, accumulation of trash, and diminished public safety; and

WHEREAS, under Florida law, virtually all short-term vacation rental and transient rental units are “public lodging establishments” because they are either rented to transient guests more than three times in a calendar year or they are held out or advertised to the public as a place regularly rented to transient guests; and

WHEREAS, traditional public lodging establishments (hotels, motels, and bed &
breakfasts) are restricted by city zoning to commercial and other non-residentially zoned areas where intensity of uses is separated from less busy and quieter residential uses; and

WHEREAS, short-term vacation rentals with no application of mitigating standards when located in residential neighborhoods and condominiums create disproportionate impacts related to their size, frequently are over-occupied, and generate unruly behavior, all of which makes necessary some regulation; and

WHEREAS, the City finds that the adverse impacts of short-term vacation rentals are more frequent in condominiums than in detached, single family residential neighborhoods, but that conversely, when adverse impacts do occur in a single family neighborhood they are frequently more severe; and

WHEREAS, the City finds that when responsibly conducted the short-term vacation rental and transient rental business makes a valuable and needed contribution to tourism which is the primary industry of the City; and

WHEREAS, the City also finds, conversely, that irresponsible short-term vacation rental and transient rental operations materially harm the reputation of the City and tourism by creating localized public and private nuisances, including by way of example and not limitation, noise, destruction of property, accumulation and improper (or no) disposal of trash and garbage, illegal or unauthorized parking and trespass, drunkenness, underage drinking, illegal drug usage and dealing; and

WHEREAS, the owners of short-term vacation rental and transient rental properties frequently do not live in the neighborhood of the property they rent and do not experience the quality of life problems and negative impacts associated with unregulated short-term vacation rental and transient rentals in residential neighborhoods and condominiums; and

WHEREAS, short-term vacation rental and transient rental properties located in the City are frequently owned or controlled by persons who do not live in the City, in Bay County or even in the State of Florida; and
WHEREAS, the owners of short-term vacation rental and transient rental properties typically rely entirely upon their renter to personally occupy the unit (not transfer the unit to an unknown person), to not over-occupy the unit, to be respectful of their neighbors, to properly dispose of their garbage and trash and, generally, to not be a nuisance in the neighborhood or the condominium; and

WHEREAS, the experience of the City is that the short-term vacation rental and transient rental owner's reliance upon their renters in these matters is becoming increasingly misplaced and that other visitors and residents alike are bearing the consequences; and

WHEREAS, the City is experiencing increasing complaints from other visitors and residents about over-occupied short-term vacation rental and transient rental units, house or condo parties involving open access, excessive noise, rowdy and sometimes dangerous behavior, excessive alcohol and illegal drug use, underage drinking, destruction of property and accumulations of garbage and trash associated with short-term vacation rental and transient rental units in excess of that attendant to a typical residential occupancy; and

WHEREAS, as a governmental agency, the City is appropriately limited in its ability to enter private property and deal with inappropriate behavior before criminal mischief or worse occurs, leaving a broad range of activities to occur within short-term vacation rental and transient rental units that would not be tolerated in a traditional public lodging establishment such as a hotel or bed-and-breakfast under local management; and

WHEREAS, Florida law recognizes that sooner or later some guests of a public lodging establishment will become intoxicated, profane, lewd, brawling, indulge in language or conduct which disturbs the peace and comfort of other guests, or possess or deal in illegal drugs, and therefore authorizes the operator of the establishment to immediately require an unruly guest to leave or be arrested for a second degree misdemeanor (FS. 509.141); and

WHEREAS, the absentee owner of a short-term vacation rental or transient rental unit is frequently not immediately available to authorize anyone to enter the unit or deal with unruly guests before a crime is committed; and
WHEREAS, the City is not authorized to enter a short-term vacation rental or transient rental unit until it possesses probable cause that criminal activity is occurring or has occurred and even then a warrant may be required; and

WHEREAS, the City is discovering absentee owners who if contacted avoid taking responsibility for their unit, presumably believing that if the situation gets bad enough the police, or someone, will handle it; and

WHEREAS, Florida law authorizes the “appointed agent” of the owner of a public lodging establishment, including a short-term vacation rental or transient rental unit, to exercise all of the owner’s rights to eject undesirable guests, to refuse service to an undesirable guest and to be immune from criminal or civil liability for false arrest of a disorderly guest (FS 509.13(2); 509.141; 509.142 and 509.143); and

WHEREAS, the City finds that by requiring each short-term vacation rental and transient rental unit to have a responsible, natural person who resides in the community promptly available to exercise the rights of a public lodging operator and otherwise be aware of the use and condition of the unit, the problems being created by undesirable short-term vacation rental and transient rental guests will be dealt with more quickly and easily in each instance and, in addition, over time the frequency of those problems will be reduced as it becomes known that there is someone local who is responsible for the unit and can eject unruly guests if necessary.

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

SECTION 1. The forgoing recitals are incorporated as legislative findings of fact.

SECTION 2. From and after the effective date of this ordinance, Chapter 26 of the Code of Ordinances of the City is created as follows:

Chapter 26 – VACATION RENTALS BY OWNER

ARTICLE I. - IN GENERAL

Sec. 26-1. – Legislative intent.
The City intends to address the increasing problems associated with unsupervised short-term vacation rental and transient rental units (including without limitation, over-occupancy, open partying, excessive noise, parking in the street, vehicular trespass, underage drinking, illegal drug dealing and usage, and excessive trash and garbage accumulation) by establishing a mandatory, annual registration system specifying maximum occupancy, requiring routine, commercial garbage and trash service for the unit, requiring designation of a local person, either the owner or the owner's agent, to be responsible for the unit and authorized to address excess occupancy, nuisances and dangerous activity and to eject and deny access to unruly occupants and their guests, and to prohibit certain actions of owners and occupants. The purpose of requiring a local, responsible party is to have someone locally aware of the condition and use of the unit who is authorized and able to quickly respond to complaints and immediate problems associated with the short-term vacation rental and transient rental unit and deal with unruly occupants or their guests as authorized by FS 509.141, 509.142 and 509.143.

Sec. 26-2. – Definitions.
As used in this Chapter the following words have the following meanings:

Guest means any person physically within the unit or upon its grounds with the knowledge of an occupant.

Maximum occupancy means the maximum number of persons who may be occupants of a unit at the same time and computed as provided in this chapter.

Occupant means any one of the number of patrons, customers, tenants, lodgers or boarders of a rental unit authorized by the rental agreement to sleep and bathe within the unit, and includes the guest of such a person if the guest intends to or does either sleep or bathe within the unit.

Owner means a natural or artificial person holding all or a divided or undivided interest in the fee title to a unit.

Responsible party means a natural person 21 years of age.

Rental unit means an individual unit or dwelling which is rented by its owner, or by its owner's agent, directly to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests, excluding (i) any unit in a timeshare plan and (ii) any unit which is subject to supervision by immediate, on-site management 24 hours-a-day, 7 days-a-week authorized and equipped to prevent over-occupancy and to eject an unruly guest from such unit, such as in a traditional hotel. Rental unit includes short-term vacation rental units.

Sec. 26-3. – Prohibition.

(a) No person shall rent, lease or occupy, or permit another to rent, lease or occupy, a rental unit situated within the City for a period of less than 30 days or one calendar month, whichever is less, unless there is affixed to the exterior of the primary entrance door of that unit a current and valid rental unit registration decal issued by the City to the owner of the unit and there is affixed to the interior side of the primary door of the unit a notice legibly setting out the information required there by this Chapter.

(b) It shall be unlawful for any person to rent as landlord or tenant a rental unit situated within the City for occupancy in excess of its maximum occupancy.
(c) It shall be unlawful for any person to be an occupant of a short term vacation rental unit situated within the City at any time that the number of occupants of the unit exceeds its maximum occupancy.

(d) It shall be unlawful for any person to modify, alter or remove any valid and current registration decal, or apply the decal to any rental unit other than the unit for which it is issued.

(e) It shall be unlawful for any person to modify, alter or remove the notice posted on the interior side of the primary door to the unit which sets out the information required there by this Chapter.

Sec. 26-4 – 10. Reserved.

ARTICLE II. – REGISTRATION DECALS

Sec. 26-11. – Application and issuance of registration decals.

The City Clerk or his or her designee shall issue to the owner or owners jointly of a rental unit who first apply each year an annual registration decal upon receipt of an application from the owner or owners of the unit containing all the following:

(a) The name, address and telephone number of the unit owner(s) applying. If the unit owner is not a natural person, then additionally the names, addresses and telephone numbers of all the officers, managing members or partners of the entity.

(b) The address of the unit, a copy of the complete and most recent record for the unit from the Bay County Property Appraiser’s website, the name of the condominium or complex within which the unit is located if applicable, and any tradename used to market the unit.

(c) The number of full bathrooms (sink, toilet and tub or shower) in the unit.

(d) The name, address and telephone number(s) of the responsible party for the unit and the original of that person’s written acceptance of a responsible party’s duties set forth in this chapter, which acceptance is signed and acknowledged by the responsible party before a notary public. At the owner’s option, the name, address and telephone number(s) of an alternate responsible party for the unit and the original of that person’s written acceptance of a responsible party’s duties set forth in this chapter, which acceptance is signed and acknowledged by the responsible party before a notary public. There shall only be one responsible party and one, optional alternate responsible party for each unit at any time. If qualified, the unit owner may be the responsible party or the alternate and shall execute the acceptance.

(e) If the unit owner is not the responsible party, then the unit owner’s original, written designation of the responsible party, and alternate if applicable, as the owner’s agent to exercise all rights of the owner to deal with unruly occupants or their guests under FS. 509.141, 509.142 and 609.143, which designation must be signed and acknowledged by the owner before a notary public and state that it may be revoked only in writing and that the writing must include the designation of a new responsible party, be executed with the same formality as the original and not be effective until delivered to the City Clerk.
(f) A copy of a business tax receipt for the unit obtained from the City.

(g) A copy of the Florida Department of Business and Professional Regulation license of the unit as a transient public lodging establishment.

(h) A copy of the Bay County Clerk of the Court registration certificate for the purpose of collecting and remitting tourist development taxes (bed tax) on transient rental of the unit.

(i) A copy of the Florida Department of Revenue certificate of registration for the purposes of collecting and remitting state sales tax and surtax on transient rental of the unit.

(j) Either (i) a copy of a contract with a local, commercial garbage company to provide not less than twice a week trash and garbage removal from the unit consisting of at least one residential container for every four, or fraction of four, of the number of maximum occupants, or (ii) evidence that the unit is located within a complex of units with routine, weekly trash and garbage removal service.

(k) A copy of the notice required to be posted on the interior of the primary access door of the unit, and a statement that the original has been properly posted.

(l) A statement by the owner/applicant, under penalty of perjury, that all application information is true and complete to the best of the owner's knowledge and belief.

(m) Payment of an annual registration fee in the amount of $45.00, or $25 if application is made concurrently with a business tax application.

The City Manager is authorized and directed to adopt, and amend from time to time, such administrative policies and forms as may be necessary or convenient to implement this section. Submission of information required by this section that is materially false or so incomplete as to be materially misleading is a violation of this law.

Sec. 26-12. – Duties of the responsible party.

The duties of the responsible party, whether owner or owner’s agent, are:

(a) To be available by landline or mobile telephone at one of the listed phone numbers twenty-four hours a day, seven days a week and capable of handling any issues arising from the use of the unit;

(b) To come to the unit within one (1) hour following notification from an occupant, the owner, or the City to address issues related to the short-term vacation rental;

(c) To receive service of any legal notice on behalf of the owner for violations of this Chapter or other law;

(d) To exercise all rights of the owner under FS. 509.141, 509.142 and 609.143 to deal with unruly occupants or their guests in the unit;

(e) To maintain continuous compliance with the decal and all interior postings required by law; and

(f) To otherwise monitor the unit at least once a week when rented to check upon the condition of the unit and the occupants' compliance with this Chapter.
(g) To require all persons renting the unit to keep the responsible party informed of the names, addresses and if known the email addresses and telephone numbers of all persons renting the unit, the number of occupants for each rental period, and if the information is not constantly, accurately and timely provided then to immediately resign the position, immediately notify the owner and notify the city clerk in writing within three (3) business days of resignation.

Failure of a responsible party to discharge any one of these duties shall be a violation of this Chapter.

Sec. 26-13. – Content of registration decals.

Each registration decal shall be dated the day of issuance, uniquely numbered and clearly state the maximum occupancy limit for the unit. All decals shall expire one year after issuance. The City Manager is authorized to determine the form of the decal from time to time and to include such other information as he or she determines useful in implementing the purpose of this law. There shall be only one decal outstanding for a unit at any given time. A replacement decal shall not be issued unless the applicant for it affirms under oath that the original has been lost or destroyed and promises to return it to the city if found before expiration.

Sec. 26-14. – Content of interior unit posting.

A notice shall be posted on the interior of the primary door of the unit clearly specifying:

(a) The name, address and telephone number of the responsible party for the unit and explaining that an occupant may contact the responsible party if there are any issues with the unit.

(b) The fact that Florida law authorizes the responsible party to summarily eject and deny access to occupants or their guests who become intoxicated, profane, lewd, brawling, or engage in any conduct which disturbs the peace and comfort of others.

(c) The maximum occupancy of the unit, including registered occupants and their guests.

(d) The location of garbage and trash containers, the days and times of pickup and the pickup location; and if the pickup location is different from the storage location, that the occupant is required to return the container after pickup if the collector does not.

(e) The City Manager is directed to prepare a general form of the notice which registrants may choose to use as a guide to facilitate compliance.

Sec. 26-15. – Computation of maximum occupancy.

Maximum occupancy of a rental unit shall be four persons per air-conditioned, full bathrooms (sink, toilet and bath or shower).


ARTICLE III. – ENFORCEMENT
Sec. 26-21. – Intent and finding.

Violations of this Chapter shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective vacation rental program it is key that rental units' responsible parties are responsive and responsible in the management of the property for compliance with this Chapter. Nonetheless, the City does find and determine that repeated violations of this Chapter present a serious threat to the public health, safety and welfare which is irreparable and irreversible and are of an itinerant or transient nature. Therefore, and pursuant to Florida Statutes Chapter 162, Part II, the City hereby establishes and imposes the civil infraction penalties set forth in this Article III.

Sec. 26-22. – Warnings and civil penalties.

Each day (any 24 consecutive hour period) that a violation of this Chapter occurs or continues shall constitute a separate, civil infraction punishable by a civil penalty in the amount specified below

(a) A warning shall be issued for first-time violations and may have a correction/compliance period associated with it. Such warnings may include notice to other agencies for follow-up, such as the Department of Business and Professional Regulation, the Department of Revenue, the Bay County Clerk of Court and the Bay County Property Appraiser, as applicable. Non-compliance within a correction compliance period shall constitute a second violation.

(b) Second violation: $200.00

(c) Third and all subsequent violations: $500.00 and as otherwise provided by law. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.

(d) A person who does not contest a violation shall be subject to a civil penalty in the following amount which may be paid directly to the City Clerk:

Second violation . . . $100.00.

Third and all subsequent violations: $300.00, and as otherwise provided by law. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.

(e) Repeat violations may relate to different requirements imposed by this law, but must relate to the same unit.

Sec. 26-23. – Civil Penalty Procedure.

Violations of this Chapter 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 this section. All sworn police officers of the City shall be considered code enforcement officers for the purpose of enforcing this section. A citation issued under this section 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 and 775.083, Florida Statutes or subsequent superseding legislation.

Sec. 26-24. – Criminal Penalties.
Notwithstanding the civil penalties provided in this Article, any person found to have willfully failed to comply with any provision of this Chapter shall be guilty of an offense punishable as provided in Section 1-12 of the Code. Each day (24 consecutive hour period) that a violation occurs or continues shall be a separate offense.

SECTION 3. The prohibition of occupancy in excess of maximum occupancy specified in Section 2 shall not apply to written rental agreements entered before [_______, __, 2015 or the effective date of this ordinance.]

SECTION 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. 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 6. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of __________, 2015.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK
REGULAR AGENDA
ITEM #14,

PLAT APPROVAL
Memorandum

To: City Manager, Mayor and Council
CC: Kelly Jenkins, Mel Leonard
From: Amy Myers
Date: September 18, 2015

Subject: Plat – Whisper Dunes Phase 3 Subdivision

The Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The subject plat of Whisper Dunes Phase 3 proposes to subdivide a parcel of land into 66 single family residential lots. The land which is the subject of this plat is part of a larger tract in this multi-phased single family development, of which the City has already reviewed and approved construction plans for three previous phases. Whisper Dunes is generally located north of the Panama City Parkway and east of Sand Oak Boulevard.

A quasi-judicial hearing will be held during the September 24, 2015, Council meeting to consider approval of a plat subdividing land within the City. The primary issue to be determined at the hearing is whether the plat conforms to the technical requirements of state and local law, all of which are objective. If the plat meets the applicable requirements, typically the owner is entitled as a matter of law to have it approved so that it may be recorded and serve as the future, sole basis to describe the lands located within the plat.

In this plat, the horizontal improvements dedicated to the public have not been fully constructed, and the City’s LDC permits approval of a plat prior to such completion upon the applicant’s provision to the City of a performance bond or letter of credit in the amount of 110% the cost to complete construction of such infrastructure. Whereas in the past the City has entered infrastructure completion agreements with the Developer to secure this obligation, going forward we will be incorporating the key provisions of those agreements into the Council’s Order approving this plat instead.

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

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