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

MEETING DATE: October 22, 2015
MEETING TIME: 2:00 P.M.

I. INVOCATION: PASTOR RICK YOUNG OF THE WOODSTOCK CHURCH

II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

V. DF CONSENT AGENDA

1 "VETERAN'S DAY" PROCLAMATION. We have a sacred trust with those who wear the uniform of the USA. These veterans deserve our deepest appreciation and respect as we recognize those who are willing to give their last full measure of devotion for us. We encourage all Americans to honor the heroes we have lost and re dedicate ourselves to the next generation of veterans by supporting our soldiers, sailors, airmen, marines and coast guardsmen as they return home from duty. "A Proclamation honoring November 11, 2015 as Veteran's Day in PCB."

2 RESOLUTION 16-05, THUNDER BEACH BIKE SHOW ROAD CLOSURES. "A Resolution of the City of Panama City Beach related to the Thunder Beach Bike Show Event; authorizing temporary road closure on portions of Pier Park Drive and L.C.Hilton Drive on Saturday, October 24, 2015, for the Event."

3 RESOLUTION 16-09, PCB FIRE/RESCUE LIFEPAK 15 PURCHASES. Staff advertised bids for the purchase of two Lifepak 15 units with accessories. Only one bid was submitted from Physio-Control, Inc. for a total of $84,007.42. 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 Physio-Control, Inc., relating to the purchase of two Lifepak 15 units with accessories, in the basic amount of $84,007.42, in substantially the form of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval."

4 RESOLUTION 16-10, PCB FIRE/RESCUE SCBA PURCHASES. Staff advertised bids for the purchase of twenty-two SCBA units and accessories. Two bids were received and STAFF RECOMMENDS that the Council authorize the City Manager to purchase the SCBA units with accessories from the low bidder, Fisher Safety, in the total amount of $144,292.28. "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 Fisher Safety, relating to the purchase of SCBA units with accessories, in the basic amount of $144,292.28, in substantially the form of the quote 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."
RESOLUTION 16-11, PURCHASE OF OFFICE 365 ESSENTIAL & MIGRATION SERVICES. The current provider for the City's email system, Apptix, is retiring their hosted exchange email product 11/15/15. They recommend the City go to Office 365. Bids were solicited 9/30/15 and none were received. Staff solicited two quotes and recommends ISC as the best and most qualified provider of these services due to their 25 years of experience and contracts with several Florida government agencies. STAFF RECOMMENDS APPROVAL of this two year proposal. "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 ISC, relating to the purchase of email migration services and Office 365 Licenses, in the total amount of $26,990, 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."

"FLORIDA CITY GOVERNMENT WEEK" PROCLAMATION. City government is the government closest to most citizens, and the one with the most daily impact upon its residents. The Florida League of Cities and its member cities supports and encourages all city governments to promote, sponsor, and participate in "My City: I'm Part of It, I'm Proud of It!" as part of Florida City Government Week. "A Proclamation declaring October 18-24, 2015 as "Florida City Government Week" in PCB.

VI REGULAR AGENDA ITEMS - DISCUSSION/ACTION

<table>
<thead>
<tr>
<th>NO.</th>
<th>OFFICIAL ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ML CANCELLATION OF COASTAL COMMUNITY BANK DEVELOPMENT AGREEMENT - DISCUSSION.</td>
</tr>
<tr>
<td>2*</td>
<td>MG RESOLUTION 16-08, NWFL C STORE INC., REAL ESTATE SALES CONTRACT, FRONT BEACH ROAD CRA, SEG 2.</td>
</tr>
<tr>
<td>3</td>
<td>HJW RESOLUTION 16-12, FISCAL YEAR 2015 BUDGET AMENDMENT #80, PUBLIC HEARING.</td>
</tr>
<tr>
<td>4</td>
<td>MG RESOLUTION 16-13, BAYSIDE LIFT STATION LAND SWAP.</td>
</tr>
<tr>
<td>5</td>
<td>MG ORDINANCE 1351-L, LIMITING SCOOTERS, 1ST READING, PUBLIC HEARING.</td>
</tr>
<tr>
<td>6</td>
<td>MG PERFORMANCE POLICY &amp; EVALUATION FORMS - DISCUSSION.</td>
</tr>
<tr>
<td>7</td>
<td>RR COLONY CLUB ROAD LAND ACQUISITION AND COLONY CLUB MEDIAN DESIGN OPTIONS.</td>
</tr>
<tr>
<td>8</td>
<td>MG CITY MANAGER UPDATE.</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

E-mailed and/or Faxed to following interested parties on: 10/19/15, noon.

<table>
<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>News Herald</td>
<td>John Henderson</td>
</tr>
<tr>
<td>Bullet</td>
<td>Editor</td>
</tr>
<tr>
<td>Channel 4</td>
<td>Ryan Rodig</td>
</tr>
<tr>
<td>Channel 7</td>
<td>Rex Ogburn</td>
</tr>
<tr>
<td>Channel 13</td>
<td>Ken McVay</td>
</tr>
<tr>
<td>Comcast</td>
<td>Kay C. McWilliams</td>
</tr>
<tr>
<td>WOW</td>
<td>Cil Schnitker</td>
</tr>
<tr>
<td>WKGC</td>
<td>Emily Balazs</td>
</tr>
<tr>
<td>WLTG</td>
<td>A. D. Whitchurst</td>
</tr>
<tr>
<td>Magic Broadcasting</td>
<td>Chris Allen</td>
</tr>
<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
</tr>
<tr>
<td>Panama City Radio</td>
<td>Brandon Andrews</td>
</tr>
</tbody>
</table>

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION". THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995).
CONSENT AGENDA
ITEM #1,

“VETERAN’S DAY” PROCLAMATION
~Proclamation~

A PROCLAMATION HONORING
NOVEMBER 11, 2015
AS
VETERAN'S DAY
IN PANAMA CITY BEACH, FLORIDA

WHEREAS, we have a sacred trust with those who wear the uniform of the United States of America. These veterans deserve our deepest appreciation and respect as we recognize those who were willing to give their last full measure of devotion for us; and

WHEREAS, our Nation's servicemen and women are our best and brightest, enlisting in times of peace and war, serving with honor under the most difficult circumstances, and making sacrifices that many of us cannot begin to imagine; and

WHEREAS, today, we reflect on the invaluable contributions of our country's veterans and reaffirm our commitment to provide them and their families with the essential support they were promised and have earned; and

WHEREAS, we also pay tribute to all who have worn the uniform and continue to serve their country as civilians. Many veterans act as coaches, teachers, and mentors in the communities, selflessly volunteering their time and expertise. Our veterans continue to stand up for those timeless American ideals of liberty and self-determination.

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, call upon all citizens of Panama City Beach to observe November 11, 2015 as Veteran's Day

and encourage all Americans to honor the heroes we have lost, and rededicate ourselves to the next generation of veterans by supporting our Soldiers, Sailors, Airmen, Marines, and Coast Guardsmen as they return home from duty.

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

City of Panama City Beach

Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

CONSENT
AGENDA ITEM #
CONSENT AGENDA
ITEM #2,
RESOLUTION 16-05
RESOLUTION NO. 16-05

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO THE "THUNDER BEACH BIKE SHOW" EVENT; AUTHORIZING TEMPORARY ROAD CLOSURE ON PORTIONS OF PIER PARK DRIVE AND L.C. HILTON DRIVE ON SATURDAY, OCTOBER 24, 2015, FOR THE EVENT.

WHEREAS, the “Thunder Beach Bike Show” (the “Event”) is being held on Saturday, October 24, 2015 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of portions of Pier Park Drive and L.C. Hilton Drive in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that portions of Pier Park Drive and L.C. Hilton Drive be temporarily closed during the hours of 8:00 A.M. and 6:00 P.M. on Saturday, October 24, 2015, and that all vehicular traffic shall be rerouted or otherwise controlled on in accordance with the attached map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ___ day of _______________, 2015.

CITY OF PANAMA CITY BEACH

By: ______________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
Closure Locations

October 24, 2015
8:00 a.m.—6:00 p.m.
Hi Jo,

I have another road closure request for you. This just came in from the event organizer.

This closure is to facilitate a "Best of the Beach" motorcycle show during Thunder Beach. This has been held at Pier Park for the past few rallies. It is small in nature and very manageable.

The closure locations, date and times are attached. Please let me know if you have any questions.

As always, thank you for your help.

Regards,

Michael Kerrigan
Director of Marketing and Business Development
Pier Park

600 Pier Park Drive, Suite 125
Panama City Beach, FL 32413 USA
T 850.236.9974 M 850.238.2790 F 850.236.0681
Michael.Kerrigan@simon.com

SIMON.COM
CONSENT AGENDA
ITEM #3,
RESOLUTION 16-09
RESOLUTION 16-09

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 Physio-Control, Inc., relating to the purchase of two Lifepak15 units with accessories, in the basic amount of Eighty Four Thousand Seven Dollars and Forty Two Cents ($84,007.42), in substantially the form of the quote 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
Chief Daly,

We requested bids for 2 Lifepak15 units with accessories and the following bids were received:

1. RFP 100115FD#1 Lifepak15 One (1) Bid was received from:
   Physio-Control, Inc $84,007.42
   We recommend the Bid go to Physio-Control for $84,007.42
To: Jacob Gorman  
PANAMA CITY BEACH FIRE RES  
110 S ARNOLD RD  
PANAMA CITY BEACH, FL 32413  

Physio-Control, Inc  
11811 Willows Road NE  
P.O. Box 97095  
Redmond, WA 98073-9706 U.S.A  
www.physio-control.com  
tel 800.442.1142  
fax 800.732.0956

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Description</th>
<th>Quantity</th>
<th>List Price</th>
<th>Unit Discount</th>
<th>Unit Sales Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>11171-000049</td>
<td>Rainbow DCI Ad: Reusable Sensor, 1/box</td>
<td>2.00</td>
<td>637.00</td>
<td>-95.55</td>
<td>541.45</td>
<td>1,082.90</td>
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<td>11220-000028</td>
<td>Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15</td>
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<td>43.58</td>
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<td>11260-000039</td>
<td>LIFEPAK 15 Carry case back pouch</td>
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<td>-18.00</td>
<td>61.20</td>
<td>122.40</td>
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<td>11577-000002</td>
<td>LIFEPAK 15 Basic carry case w/ right &amp; left pouches</td>
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<td>309.20</td>
<td>-72.90</td>
<td>236.30</td>
<td>472.60</td>
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<td>21330-001176</td>
<td>LP 15 Lithium-Ion Battery 5.7 amp hrs</td>
<td>6.00</td>
<td>453.60</td>
<td>-84.94</td>
<td>358.66</td>
<td>2,151.96</td>
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<td>21996-000086</td>
<td>3G Modem (Verizon, customer needs data plan)</td>
<td>2.00</td>
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<td>1,981.80</td>
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<td>99428-000305</td>
<td>Data plan for 3G Modem (Verizon) - 1 year</td>
<td>2.00</td>
<td>209.00</td>
<td>0.00</td>
<td>209.00</td>
<td>418.00</td>
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<td></td>
<td>LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual &amp; AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, ElCO2, Carbon Monoxide, Methemoglobin, Bluetooth, Temp</td>
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<td></td>
<td></td>
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<tr>
<td>99577-001373</td>
<td>INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000901, TEST LOAD - 21330-001385, IN-SERVICE DVD - 21330-001486 (one per order), SERVICE MANUAL CO-28500-003512 (one per order) and ShipKit-(RC Cable) 41377-000299 INCLUDED. HARD PADDLES, BATTERIES, CARRYING CASE NOT INCLUDED.</td>
<td>2.00</td>
<td>39,737.00</td>
<td>-6,503.70</td>
<td>33,133.30</td>
<td>66,266.60</td>
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<tr>
<td>LP15-OSCOMP-4-POS</td>
<td>LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.</td>
<td>2.00</td>
<td>6,720.00</td>
<td>-1,008.00</td>
<td>5,712.00</td>
<td>11,424.00</td>
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</table>

Subtotal                                    USD 84,007.42
Estimated Tax                                USD 0.00
Estimated Shipping & Handling                USD 0.00

Grand Total                                 USD 84,007.42
CONSENT AGENDA
ITEM #4,
RESOLUTION 16-10
RESOLUTION 16-10

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 Fisher Safety, relating to the purchase of SCBA units with accessories, in the basic amount of One Hundred Forty Four Thousand Two Hundred Ninety Two Dollars and Twenty Eight Cents ($144,292.28), in substantially the form of the quote 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
Chief Daly,

We requested bids for SCBA Units with accessories and the following bids were received:

1. RFP 100115FD#2 Scott SCBA Two (2) Bids were received from;
   A. Municipal Emergency Services $147,849.00
   B. Fisher Safety $144,292.28

   We recommend the Bid go to Fisher Safety for $144,292.28
# PRICE QUOTATION

According to Orange County Contract Y12-1005 F

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<tr>
<th>DATE</th>
<th>FISHER SAFETY SALES REP</th>
<th>PAGE NO.</th>
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<tbody>
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<td>10/2/2015</td>
<td>Gene Odom</td>
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<th>CUSTOMER NAME</th>
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<td>Panama City Beach</td>
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</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>PHONE</th>
</tr>
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<tbody>
<tr>
<td>1741 Panama City Beach Pkwy</td>
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</table>

<table>
<thead>
<tr>
<th>CITY, STATE, ZIP CODE</th>
<th>FAX</th>
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<tr>
<td>Panama City Beach, FL</td>
<td>33046</td>
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<th>ESTIMATED SHIPMENT DATE(S)</th>
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<th>PART NUMBER</th>
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<td>22</td>
<td>EA</td>
<td>134414012200300</td>
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<td>44</td>
<td>EA</td>
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<td>2</td>
<td>EA</td>
<td>300206-04</td>
<td>Pak-Tractor Hand Held Releaver</td>
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<td>Pak-Tractor Truck Charger</td>
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<td>EA</td>
<td></td>
<td></td>
<td>NO Charge</td>
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</table>

**Condition/Co**

| TOTAL | $144,282.26 |

**Notes:**

Includes all operational and maintenance training and Fit Testing

| TERMS: | DELIVERED |
CONSENT AGENDA
ITEM #5,

RESOLUTION 16-11
RESOLUTION 16-11

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and ISC, relating to the purchase of email migration services and Office 365 licenses, in the amount of $26,990, 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
Memorandum

To: City Council
CC: Mario Gisbert, City Manager
From: Tim Law
Date: October 15, 2015
Subject: Licensing for Office 365 Essential

The current provider for the City’s email system is Apptix, and they are retiring their hosted exchange email product November 15, 2015. They recommend the City go to Office 365. Bids were noticed 9/30/15 and none were received. Staff solicited two quotes.

- 2 years- Global Relay total $30,360.00
- 2 years- ISC- total $26,990.00

and recommends ISC as the best and most qualified provider of these services due to their twenty-five years of experience and contracts with several Florida government agencies.

Staff recommends approval of this two year proposal.
<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detail Discovery</td>
<td>$1,138.50</td>
</tr>
<tr>
<td>Remediate and Enable</td>
<td>$2,277.00</td>
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<tr>
<td>Planning</td>
<td>$1,138.50</td>
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<tr>
<td>Prepare and Test</td>
<td>$2,277.00</td>
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<tr>
<td>Email Migration</td>
<td>$4,554.00</td>
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<tr>
<td><strong>Total Migration Services</strong></td>
<td><strong>$11,385.00</strong></td>
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<tr>
<td>Post-Migration Support</td>
<td>$1,000.00</td>
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<tr>
<td><strong>Total Email Migration Costs</strong></td>
<td><strong>$12,385.00</strong></td>
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<table>
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<tr>
<th>Training</th>
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<tbody>
<tr>
<td>ISC SharePoint Office 365 Training Site</td>
<td>No Charge</td>
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</table>

**Migration Licenses and Tool Costs**

<table>
<thead>
<tr>
<th>Licenses and tools for active email migration</th>
<th>Unit Cost</th>
<th># Licenses</th>
<th>Cost</th>
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<tbody>
<tr>
<td></td>
<td>$10.00</td>
<td>115</td>
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<table>
<thead>
<tr>
<th>Migration Licenses and Tools</th>
<th>Cost</th>
</tr>
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<tr>
<td></td>
<td>$1,150.00</td>
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**Total Email Migration Costs with Tools**

<table>
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<tr>
<th>Cloud Solutions Provider Licenses</th>
<th>Annual Cost</th>
<th># Licenses</th>
<th>Cost</th>
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<tr>
<td>Year 1: Office 365 Essential Licenses with Tier II - 8-5</td>
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**Note(s):**

1) Post-Migration Support hours must be used on 5 contiguous business days immediately following Office 365 migration. Additional support hours required and approved by the Customer will be billed at an hourly rate of $150 in one hour increments.

2) License cost is based on an annual subscription through the ISC CSP program. For a description of Tier II – 8-5, see the ISC Cloud Support Services Agreement attached below. Additional licenses may be purchased at the following costs: Year 1 cost is $4.75 per user per month, and Year 2 cost is $5.00 per user per month.
ISC Cloud Support Service Agreement
("Support Agreement")

The following sets forth the terms and conditions for the provision of ISC Cloud Support Services.

Standard terms applicable to all Service Levels outlined herein:

1. Definitions
   • "Customer" refers to the organization that has enrolled under this Support Agreement.
   • "Customer Support" means the technical team within ISC that provides services to assist Customer to resolve incidents with the Microsoft Licensed Services.
   • "Incident" means any set of circumstances resulting in a failure access or operate the Microsoft service licensed through the Support Agreement.
   • "Service" or "Services" refers to the Customer purchased licenses of Microsoft Cloud Hosted services provided to Customer pursuant to this Agreement.
   • "Service Level" means standards ISC adheres to and by which it measures the level of service it provides as specifically set forth below.

2. Annual Support Term and Renewals.

   Initial Term. The initial term for Cloud Support Services is (1) year, unless otherwise stated. ISC will provide Customer with a renewal reminder in advance of expiration of the then-current term for Cloud Support Services.

3. Right to Discontinue or Modify Services.

   Customer acknowledges that ISC has the right to discontinue Cloud Support Services for Microsoft Licensed Products or Services at any time in its sole discretion. Cloud Support Services shall not automatically renew if ISC discontinues Cloud Support Services for some or all of Microsoft Licensed Products or Service covered by this Support Agreement. ISC reserves the right to alter its Cloud Support Services, from time to time, using reasonable discretion but in no event shall such alterations result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for ISC; or (c) materially diminished rights of Customer. ISC shall provide Customer with sixty (60) days prior written notice of any material changes to the Cloud Support Services contemplated herein.

4. Limitation of Liability.

   IN NO EVENT SHALL ISC OR ISC'S SUBCONTRACTORS TOTAL CUMULATIVE LIABILITY TO CUSTOMER (FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THE CLOUD SUPPORT SERVICES PROVIDED UNDER THIS SUPPORT AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO ISC FOR THE CLOUD SUPPORT SERVICES IN THE SUPPORT TERM IN WHICH SUCH LIABILITY AROSE.
5. Service Requests.

The priority or severity of the Service Request (which consists of the service availability or connection, or question reported to ISC by one of the Customer’s Technical Support contacts for Microsoft Licensed Products or Service disruption) will be established based on ISC’s published Incident Priority definitions which are described in Section I.

ISC shall undertake reasonable efforts to: a) Acknowledge receipt of a Service Request from a Technical Support Contact within the time allotted ("Response Time"). This will generally be via the same medium of communication by which the Service Request was reported; b) Provide a short status report to Customer within a reasonable time; c) Solve the Service Request by providing a remedy that could take the form of issue resolution, or demonstrating how to avoid the issue with reasonable commercial effort. The remedy may also include error corrections, patches, workarounds (i.e. temporary solutions used to complete a task that would not otherwise be possible due to a problem or limitation in the affected Microsoft Licensed Products or Service), service documentation corrections or modifications.

Each party acknowledges that despite a party’s reasonable efforts, not all problems may be solvable by ISC or customer and may require escalation via a ticket to Microsoft support services.

Processing time for ISC starts from the date and time when ISC Cloud Support Services acknowledges receipt of a Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Microsoft Office 356 or Azure Support organizations.


Microsoft Licensed Products or Services are licensed, not sold. All intellectual property rights, including all copyrights and patent rights, in and to Microsoft shall, at all times, remain with Microsoft or its licensors.

7. Termination.

- ISC shall provide the above Cloud Support Services under this Agreement for a term of one (1) year from Cloud Support Services ("Commencement Date") (the "Initial Term"). Subsequent one year renewal terms are optional.
- Cloud Support Services may be terminated by ISC for: failure of Customer to pay for Cloud Support Services; or for abusive or fraudulent use of Cloud Support Services by Customer.

8. Licenses Fees.

Microsoft Hosted Products and Services licensed by customer through the ISC Cloud Solution Provider (CSP) Program ("Eligible Products and Services") are purchased through an annual commitment and paid as a monthly fee to ISC. ISC Support services are included in the per-license costs and the cost of the licenses is dependent upon the support Tier selected by the customer. License costs remain fixed for twelve months from the Initial Term.

9. ISC Cloud Support Services Eligibility.

The Microsoft Hosted Products and Services being licensed by customer must be purchased through the ISC Cloud Solution Provider (CSP) Program in order to be eligible for services under the ISC Cloud Support Service Agreement.

www.goisc.com
10. SLA Exclusions

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to factors outside Microsoft's or ISC's reasonable control;
- That resulted from Customer's or third-party hardware or software;
- That resulted from actions or inactions of Customer or third parties;
- Caused by Customer's use of the Service after Microsoft or ISC advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
- During scheduled downtime; or
- During beta and trial services (as determined by Microsoft).


This Support Agreement may not be assigned by Customer. Any assignment in violation of the foregoing shall be null and void. This Support Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Customer and ISC concerning the subject matter hereof and constitutes the entire agreement between ISC and Customer regarding provision of Cloud Support Services. This Support Agreement shall be governed by the laws of the State of Florida, county of Leon. If any action at law or in equity is necessary to enforce the terms of this Support Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

Section I - Response times and incident priority definitions

ISC's response time and actions taken to resolve a customer incident is based upon an assessment of the impact of the reported technical issue on the customer's business. The greater the business impact, the higher the assigned priority. In responding to a customer's service request, the following priority levels and corresponding response timeframe objectives have been established by priority level. Accurately prioritizing a technical issue is critical to timely resolution and the following guidelines will assist in determining the appropriate priority level.

- **High (Priority 1)** — the problem results in extremely serious interruptions to a production system. It has affected, or could affect, the entire user community. Tasks that should be executed immediately cannot be executed because of a complete loss of access to or interruptions in main functions of the Microsoft Licensed Products or Service. In a desktop application, whether part of, or independent of a solution, the issue is at risk of creating imminent financial losses due to missing critical business processes. The customer shall call ISC Customer Support for all High priority issues.

- **Medium (Priority 2)** — the problem results in serious interruptions to normal operations, will negatively impact an enterprise-wide installation, urgent deadlines are at risk. In a production system, important tasks cannot be performed, but the accessibility does not impair essential operations. Processing can still continue in a restricted manner. In a desktop application, meeting urgent project deadlines that have a financial impact are at risk. The service request requires timely processing, because the malfunction could
cause serious interruptions to critical processes or negatively impact business. The Customer shall call or email ISC Customer Support for all Medium priority 2 issues.

- **Low (Priority 3)** — the problem causes interruptions in normal operations. It does not prevent operation of a production system, or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the Microsoft Licensed Products or Service. In a desktop application, meeting important project deadlines may be at risk. The Customer shall email ISC Customer Support for all Low priority 3 issues.

### Target response times

<table>
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<tr>
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<th>Severity</th>
<th>Response Time</th>
<th>Priority</th>
<th>Severity</th>
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<td>1 hour</td>
<td>1</td>
<td>High</td>
<td>1 hour</td>
</tr>
<tr>
<td>2</td>
<td>Medium</td>
<td>2 hours</td>
<td>2</td>
<td>Medium</td>
<td>2 hours</td>
</tr>
<tr>
<td>3</td>
<td>Low</td>
<td>Next business day</td>
<td>3</td>
<td>Low</td>
<td>Next business day</td>
</tr>
</tbody>
</table>

### Incident priority definitions

The priority level is determined by an IT Priority Matrix which uses impact and urgency to set the priority.

<table>
<thead>
<tr>
<th>Priority Matrix</th>
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</thead>
<tbody>
<tr>
<td>Priority</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>High</td>
</tr>
<tr>
<td>Medium</td>
</tr>
<tr>
<td>Low</td>
</tr>
</tbody>
</table>

## Section II – Service Level Agreement

The following sets forth the terms and conditions under the Service Level Agreement:

- ISC will provide Customer technical support to a maximum of two (2) named Customer technical support contacts (“Customer’s Technical Support Contacts”).
- ISC will monitor incidents and work closely with the Customer’s Technical Support contact for proper escalation.
- ISC will provide support services as required to bring Microsoft Licensed Products or Service into substantial conformity with applicable documentation. If Customer encounters a problem in the usage of the Microsoft Licensed Products or Service, Customer will provide ISC with sufficient detail and infrastructure access to permit ISC to understand and reproduce the problem. ISC will use reasonable efforts to diagnose the problem and if it is mutually determined by Customer and ISC that the problem represents an error in the Microsoft Licensed Products or Service that causes it to not to operate in substantial conformity with applicable documentation, ISC will use
Microsoft's prescribed resolution and or a commercially reasonable efforts to provide a resolution to the Customer. In addition, ISC may open a Microsoft support ticket at its sole discretion.

- Customer shall have access to Microsoft's Microsoft Licensed Products or Service management consoles for service administration purposes. Should Customer choose to access such services, Customer hereby grants permission to ISC to remotely access Microsoft's Microsoft Licensed Products or Service management consoles for service administration from an external computer controlled by ISC, including any and all of Customer's systems on which Microsoft Licensed Products or Services resides, for the sole purpose of providing Cloud Support Services to Customer.

CUSTOMER ACKNOWLEDGES THAT IT MAY CONTROL ALL ISC ACCESS TO MICROSOFT LICENSED PRODUCTS OR SERVICE AND TO CUSTOMER'S SYSTEMS.

Tier II - 8-5

ISC will provide prioritized, toll-free Cloud Support Services for Eligible Products and Services to be accessed by Customer's Technical Support Contacts between the hours of 7 am and 9 pm Eastern Standard Time Monday through Friday (excluding holidays) via telephone, e-mail and ISC's web site for all non-critical issues. ISC will provide prioritized toll free Cloud Support Services for critical issues 24 hours a day, 7 days a week.

Tier II - 24 x 7

ISC will provide prioritized, toll-free Cloud Support Services for Eligible Products and Services to be accessed by Customer’s Technical Support Contacts via telephone or e-mail. 24 hours a day, 7 days a week coverage.
ISC Consulting Services Agreement

This ISC Consulting Services Agreement is entered into between City of Panama City Beach and ISC. This agreement is effective on the date accepted and signed by Customer and ends on the services completion date set forth in the above Statement of Work.

Terms and Conditions

Agreement. These Terms of Agreement represent the agreement ("Agreement") between Customer and Imager Software, Inc. ("ISC") and govern the products and services in the ("Services") provided by ISC to Customer pursuant to the above Quote (the "Statement of Work") submitted electronically to Customer by ISC.

Term and Termination. The term ("Term") of this Agreement will begin on the date Customer accepts the Service Quote (the "Effective Date"), and will end upon the services completion date set forth in the Service Quote, (the "End Date"). Either party may immediately terminate this Agreement if the other party materially breaches this Agreement which breach is not cured within ten (10) days after receipt of written notice thereof.

Payment. All amounts payable by Customer for the Services ("Fees") are due within thirty (30) days after delivery of the ISC invoice.

Confidentiality. Each party will keep the specific terms of this Agreement confidential and not disclose them to any third party without the other party’s prior written consent, except as required by law.

Limited Warranty. ISC warrants that ISC will perform Services in a professional manner in accordance with prevailing industry standards. EXCEPT FOR THE FOREGOING, ISC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO ITS SERVICES, OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF ITS SERVICES.

Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUT WITHOUT IN ANY WAY LIMITING CUSTOMER’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, (A) NO PARTY WILL BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY’S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT), REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF, AND (B) ISC’S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY PRODUCT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY TORT, STRICT LIABILITY, NEGLIGENCE, MALPRACTICE, FRAUD OR ANY OTHER LEGAL THEORY), WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO ISC DURING THE TERM HEREOF.

Miscellaneous. Each party to this Agreement shall be acting as an independent contractor, and nothing herein shall be construed to create a partnership, joint venture or any type of agency relationship between ISC and...
Customer or any of Customer's employees or agents. This Agreement contains the entire understanding of the parties. In the event that any of the provisions of these conditions shall be determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law. This Agreement and any disputes between Customer and ISC relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida. Each party's performance under this Agreement is subject to force majeure. All notices given hereunder shall be given by first class mail, return receipt requested or overnight courier, to the respective addresses set forth herein, and shall be deemed given upon actual delivery thereof. No terms of this Agreement are enforceable by any person who is not a party to it.

ISC

City of Panama City Beach

BY: (AUTHORIZED SIGNATURE)
NAME: Edwin Lott (PRINT NAME)
TITLE: Managing Partner, Consulting Services
DATE: October 14, 2015

BY: 
NAME: 
TITLE: 
DATE: October 14, 2015
ISC Purchase Information

Prepared by: Edwin Lott
Direct: (850) 893-6741 x1022
Fax: (850) 893-1270

To efficiently process your order, please follow the guidelines below. Your organization’s purchase orders cannot be processed without this information. We can accept a fax of your purchase order as an original.

OFFICE 365 Purchasers: Note: Microsoft Hosted Services, (OFFICE 365) is purchased directly from Microsoft.

Please complete the checklist below and return it with your purchase order:

- Make payable to "ISC"
- Billing address clearly marked
- PO Number marked clearly on purchase order
- Please make sure your PO is marked taxable if applicable or if you are tax exempt, please remit a copy of your tax exemption certificate along with your PO.
- Authorized Signature of Approval
  - Accounts Payable Contact
  - Accounts Payable Phone Number

Non-Government Entities who have NOT purchased from ISC via PO as of Jan 1, 2006, are required to include bank and credit references. A credit application may also be required.

If you are paying with a credit card, please follow the checklist below:

- Credit card type (Amex, Visa, MasterCard, Discover, P-Card)
- Card holder’s name and email address (for e-receipt)
- Card number & Expiration date
- Card security code (CSC) from the back of credit card to be used
- Credit card billing address
- The user’s name and email address

If you are paying via Wire Transfer, please follow the checklist below:

- Please Call the Accounts Receivable:
  - Accounts Receivable Contact:
    Bonnie Kistler
    (850) 893-6741 ext. 1029
    bonnie.kistler@goisc.com
FEE AGREEMENT - CITY OF PANAMA CITY BEACH

Global Relay Communications Inc.
866.484.6630 (toll free)

Prepared By: Thomas Johnston
Email: thomas.johnston@globalrelay.net

Customer: CITY OF PANAMA CITY BEACH
Contact: Tim Law
Contact No: (850) 819-2798
Service Address: 110 S. Arnold Road
Panama City Beach, FL 32413
USA
Contract Term: 12 Months
Effective Date: September 30, 2015

Hosted Services
AppRiver Email Migration
AppRiver Office365 (Exchange Online - Plan 1)

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<td>AppRiver Office365 (Plan 1)</td>
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Setup Total: WAIVED
Monthly Total: $575.00

*As part of a promotion, monthly fees for AppRiver Office365 (Exchange Online - Plan 1) shall be waived until December 31, 2015. Billing for this service shall start January 1, 2016.

Global Relay Archive
- **Retention Term** is 10 years.
- **Archive Redundancy** 1) Archived Data is mirrored in geographically dispersed SOC audited Data Centers; 2) real time message synchronization between Data Centers; and 3) tamperproof dedicated storage for compliance.
- **Message Types** supported in Archive include: email, attachments, IM (public/private), BlackBerry & Android (PIN, SMS/text & call logs), Bloomberg (Bmail & IB), Thomson Reuters (Eikon Commentaries & TRMC), Pivot, ICE Chat, LinkedIn, Twitter, FaceBook, OCS/Lync, Salesforce Chatter, Yammer, CiscoWebex, and Websites. The cost for capture of each message type requested by Customer is as itemized above.
- **User Accounts** have unlimited scalability to grow with Customer's needs. Storage allotment is on a pooled company-wide basis. Base Accounts are 2GB/User/year for $12.00/User/month. 5GB Accounts are $16.00/User/month, 10GB Accounts are $22.00/User/month.
- **Secure Storage** of messages using dual AES & RSA encryption.
- **Secure Authentication** and transport of messages using SSL/TLS/HTTPS.
- **User Roles** can be customized for authorized access and tools for Admin, Sys Admin, eDiscovery and Standard User. Global Relay Archive for Compliance also includes Reviewer and Super Reviewer.
- **Legacy Data Import** consists of (i) the import, upon delivery from Customer, into Global Relay Archive, and (ii) storage with online access during the Retention Term (provided that Customer remains a paying customer), for a one-time Fee of $50.00/GB ($100 minimum per request).
- **Data Exports** are $50.00/GB ($100 minimum per request).

Global Relay Search
- **Global Relay Search** enables search and retrieval of Archived messages via 1) web; 2) Microsoft Outlook; and 3) Mobile Apps (BlackBerry & iPhone).
- **Online Access** to Archive in real time by all Users for Contract Term.
- **Fast Search & Recovery** of data across all message types simultaneously.

Included with Global Relay Hosted Services
- **Software-as-a-Service** means a professionally managed service hosted by Global Relay with no hardware or software costs to Customer. Rapid deployment.
- **KPMG 3rd Party Validation** of Global Relay's Security, Business and Operations Controls.
- **SOC Audit Reports** on each Global Relay Data Center.
- **24x7x365 Support** includes troubleshooting, with phone and email support to Customer's Administrator(s).
- **Audit & Compliance Support** from Global Relay's in-house Legal Team, together with our Audit & eDiscovery Team.

Confidential Information of Global Relay.

CONSENT
AGENDA ITEM # 5
- **Free Upgrades & Releases** are automatic and seamlessly managed by our 170+ person Development Team.
- **Web-based Management Console** enables Customer's Administrator to self-manage its Users.
- **Professional Services** can be engaged for advanced compliance or eDiscovery at $250.00/hour.
- **Training** includes training for Administrator & Compliance roles, held via conference call.

All amounts, Prices, and Fees are payable in **USD**. Billing is Monthly, in advance. Payments are due upon receipt of invoice. Payment method is by Credit Card. At the expiry of the Contract Term, the Fee Agreement shall be automatically renewed annually for additional one year terms unless terminated in writing by either party at least 60 days prior to the expiry of the then current Contract Term.

This Fee Agreement, together with the standard **Services Terms & Conditions** (located at [http://www.globalrelay.com/policies/terms-and-conditions](http://www.globalrelay.com/policies/terms-and-conditions)) incorporated by this reference or as otherwise attached to this Fee Agreement, govern the relationship between Global Relay and Customer. Please review this Fee Agreement and the Services Terms & Conditions before returning an executed copy of this Fee Agreement.

By signing below, Customer confirms that it has read and understood the Fee Agreement and the Services Terms & Conditions and agrees to be bound.

Accepted {{_es_signer_date}} with effect from the Effective Date.

**CITY OF PANAMA CITY BEACH,**

by its authorized signatory.

By: {{ _es_signer_signature}}.
FEE AGREEMENT - CITY OF PANAMA CITY BEACH

Global Relay Communications Inc.  
866.484.6630 (toll free)  

Prepared By: Thomas Johnston  
Email: thomas.johnston@globalrelay.net

Customer: CITY OF PANAMA CITY BEACH  
Contact: Tim Law  
Contact No: (850) 819-2798  
Service Address: 110 S. Arnold Road  
Panama City Beach, FL 32413  
USA  

Contract Term: 12 Months  
Effective Date: September 30, 2015

Hosted Services  
Archive for Email - Unlimited

<table>
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<th>Quantity</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6.00</td>
<td>115</td>
<td>$690.00</td>
</tr>
</tbody>
</table>

Setup Total: $0.00  
Monthly Total: $690.00

Global Relay Archive

- Retention Term is 10 years.
- Archive Redundancy: 1) Archived Data is mirrored in geographically dispersed SOC audited Data Centers; and 3) tamperproof dedicated storage for compliance.
- Message Types supported in Archive include: email, attachments, IM (public/private), BlackBerry & Android (PIN, SMS/text & call logs), Bloomberg (Email & IB), Thomson Reuters (Eikon Commentaries & TRMC), Pivot, ICE Chat, LinkedIn, Twitter, Facebook, OCS/Lync, Salesforce Chatter, Yammer, Cisco Webex, and Websites. The cost for capture of each message type requested by Customer is as itemized above.
- User Accounts have unlimited scalability to grow with Customer’s needs.
- Secure Storage of messages using dual AES & RSA encryption.
- Secure Authentication and transport of messages using SSL/TLS/HTTPS.
- User Roles can be customized for authorized access and tools for Admin, Sys Admin, eDiscovery and Standard User. Global Relay Archive for Compliance also includes Reviewer and Super Reviewer.
- Legacy Data Import consists of (i) the import, upon delivery from Customer, into Global Relay Archive, and (ii) storage with online access during the Retention Term (provided that Customer remains a paying customer), for a one-time Fee of $50.00/GB ($100 minimum per request).
- Data Exports are $50.00/GB ($100 minimum per request).

Global Relay Search

- Global Relay Search enables search and retrieval of Archived messages via 1) web; 2) Microsoft Outlook; and 3) Mobile Apps (BlackBerry & iPhone).
- Online Access to Archive in real-time by all Users for Contract Term.
- Fast Search & Recovery of data across all message types simultaneously.

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- KPMG 3rd Party Validation of Global Relay’s Security, Business and Operations Controls.
- SOC Audit Reports on each Global Relay Data Center.
- 24x7x365 Support includes troubleshooting, with phone and email support to Customer’s Administrator(s).
- Audit & Compliance Support from Global Relay’s in-house Legal Team, together with our Audit & eDiscovery Team.
- Free Upgrades & Releases are automatic and seamlessly managed by our 170+ person Development Team.
- Web-based Management Console enables Customer’s Administrator to self-manage its Users.
- Professional Services can be engaged for advanced compliance or eDiscovery at $250.00/hour.
- Training includes training for Administrator & Compliance roles, held via conference call.

Confidential Information of Global Relay.
All amounts, Prices, and Fees are payable in USD. Billing is Monthly, in advance. Payments are due upon receipt of invoice. Payment method is by Credit Card. At the expiry of the Contract Term, the Fee Agreement shall be automatically renewed annually for additional one year terms unless terminated in writing by either party at least 60 days prior to the expiry of the then current Contract Term.

This Fee Agreement, together with the standard Services Terms & Conditions (located at http://www.globalrelay.com/policies/terms-and-conditions) incorporated by this reference or as otherwise attached to this Fee Agreement, govern the relationship between Global Relay and Customer. Please review this Fee Agreement and the Services Terms & Conditions before returning an executed copy of this Fee Agreement.

By signing below, Customer confirms that it has read and understood the Fee Agreement and the Services Terms & Conditions and agrees to be bound.

Accepted {__es_signer_date} with effect from the Effective Date.

CITY OF PANAMA CITY BEACH,
by its authorized signatory

By: {__es_signer_signature}
CONSENT AGENDA
ITEM #6,

“FLORIDA CITY GOVERNMENT WEEK” PROCLAMATION
WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the significant role played by city government in our lives; and

WHEREAS, Florida City Government Week offers a great opportunity to spread the word to all Floridians that they can shape and influence this branch of government, which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities supports and encourages all city governments to promote, sponsor, and participate in “My City: I’m Part of It, I’m Proud of It!”.

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, call upon all citizens of Panama City Beach to observe October 18-24, 2015 as

FLORIDA CITY GOVERNMENT WEEK

and encourage all City officials, City employees, and citizens to participate in events that recognize Florida City Government Week and celebrate it throughout Florida.

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

Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
REGULAR AGENDA
ITEM #1,
CANCELLATION OF
COASTAL COMMUNITY
BANK DEV AGMT
MEMORANDUM

TO: City Manager, Mayor and Council

CC: Mel Leonard

FROM: Amy Myers

DATE: October 15, 2015

RE: Coastal Community Bank Development Agreement

In 2007, the City entered a Development Agreement concerning land located at the intersection of Henry Avenue and Panama City Beach Parkway. The Development contemplated by the agreement (bank headquarters) was never undertaken, and the new owners of the property are requesting the Development Agreement be cancelled so that the property may be developed as something other than a bank building. The City retained the right in the Agreement to unilaterally cancel the Agreement if development was not timely undertaken, which it may still exercise.

However, since approval of this Development Agreement, the City has adopted a new LDC which, when compared to the development standards in the agreement, does a better job with landscaping and buffering, though the agreement is more restrictive as to development density and intensity and sidewalks and access. Specifically:

1. The landscaping buffer between any commercial development and the abutting residential uses will increase from 8 feet (per the agreement) to 20 feet in width (per the LDC);
2. Landscaping of the vehicular use area is required by the LDC to be double that required of the agreement;
3. The LDC will require an internal system of sidewalks that connect all buildings together and connect to the sidewalk required on the Parkway. The agreement requires sidewalks along the Parkway, Pearl and Henry;
4. The LDC permits an 85% impervious surface area ratio while the agreement permits 80%;
5. The LDC permits a 100% floor area ratio while the agreement permits 80%;
6. The LDC permits a base height of 65 feet with the possibility of using incentives to get to 85 feet. The agreement permits 60 feet; and
7. The LDC permits a wide range of land uses while the agreement restricts the use to mostly a financial institution.
At this time, the Council has 3 options:

1. **Cancel the Agreement as requested.** The effect of the Cancellation will be to release the property from any of the development restrictions contained in the Development Agreement, and permit any development consistent with the LDC. If the Council chooses this option, staff can undertake preparation of the Cancellation document and no further action of the Council will be necessary.

2. **Amend the Agreement to expand the list of permissible uses.** This will enable development of the property into something other than a bank (which is the Owner's stated reason for requesting the Agreement's cancellation), but will also preserve the more stringent development regulations set forth in the Agreement. If the Council chooses this option, another public hearing will be necessary to consider, confirm and approve the amendment(s).

3. **Do nothing.** The effect of "no action" will mean the property will remain encumbered by the Agreement, and any development will be limited to a bank building, likely until the Agreement expires on its own terms in 2017. This would not preclude the Council from canceling the Agreement between now and then, but another public hearing and notice may be required if the Council wants to exercise that right.
September 23, 2015

VIA HAND DELIVERY

Mr. Mel Leonard
City of Panama City Beach Planning Department
110 South Arnold Road
Panama City Beach, Florida 32413

Re: Coastal Community Bank Development Agreement
Buckhorn Beach Investments, LLC
Panama City Beach, Florida
MCEI File No. 30505

Dear Mr. Leonard:

On behalf of our client, Buckhorn Beach Investments, LLC, we are requesting that the Development Agreement dated October 30, 2007 between the City of Panama City Beach and Coastal Community Bank, Inc. be terminated. The agreement was intended for a commercial bank and a bank headquarters for Coastal Community Bank and as you are aware the corporation has since been dissolved.

It is the intent of our client to either develop or sell the parcel for development but does not intend to develop the parcel as a commercial bank and is therefore requesting the development agreement to be terminated. Prior to the adoption of the development agreement, the City relied on a code of ordinances in lieu of a land development code. However, the city has since adopted a land development code that provides specific regulatory requirements that implement the Panama City Beach Comprehensive Plan.

Should you have any questions or require clarification, please contact us.

Respectfully,

McNeil Carroll Engineering, Inc.

Robert Carroll, P.E.
Vice President
AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

STATE OF Florida
COUNTY OF Bay

KNOW ALL MEN BY THESE PRESENTS, that I, Buckhorn Beach Investments, LLC, am presently the owner at Parcel ID's 32863-000-000, 32864-000-000, 32865-000-000, 32866-000-000, 32867-000-000 and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do make, constitute and appoint McNeil Carroll Engineering, Inc., whose address is 17800 PCB Parkway, PCB FL, County of Bay, State of Florida, my Attorney full power to act as my agent in the process of Development Agreement termination.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary tasks in the execution of aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact.'

WITNESSES

Signature __________________________
Printed Name _______________________

PROPERTY OWNER

Signature __________________________
Printed Name _______________________

STATE OF Florida
COUNTY OF Bay

BEFORE ME, the undersigned Notary Public in and for said County and State, appeared

Cory Kaiser, DO.
who is personally known to me or who produced identification and who executed the foregoing instrument.

Given under my hand and seal this 21st day of September 2015

Signed Name of Notary Public
Sherri Sullivan
Printed Name of Notary Public

Commission Number EE864321
Expiration Date 5-16-2017

AGENDA ITEM # 1
Detail by Entity Name

Florida Limited Liability Company
BUCKHORN BEACH INVESTMENTS, LLC

Filing Information

Document Number L12000157341
FEI/EIN Number 46-1603561
Date Filed 12/18/2012
Effective Date 12/17/2012
State FL
Status ACTIVE

Principal Address
1827 HARRISON AVENUE
BUILDING 1
PANAMA CITY, FL 32405

Mailing Address
1827 HARRISON AVENUE
BUILDING 1
PANAMA CITY, FL 32405

Registered Agent Name & Address
BENNETT, DERRICK G
15238 FRONT BEACH ROAD
PANAMA CITY BEACH, FL 32413

Authorized Person(s) Detail
Name & Address
Title MGRM
GAISER, CORY R
1827 HARRISON AVENUE, BUILDING 1
PANAMA CITY, FL 32405

Annual Reports

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Document Images

01/13/2015 – ANNUAL REPORT

View image in PDF format
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 tax roll. All data is subject to change before the next certified tax roll.

Date printed: 09/23/15 08:34:27

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AGENDA ITEM #1
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: 09/23/15: 08:34:08

AGENDA ITEM #
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.

Data printed: 09/23/15 : 08:33:40
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.

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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 tax roll. All data is subject to change before the next certified tax roll.

Date printed: 09/23/15 08:34:59

AGENDA ITEM #
COASTAL COMMUNITY BANK

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT is entered on this 30th day of October, 2007 by the CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA (herein "City"); and COASTAL COMMUNITY BANK, a Florida Corporation (herein "Owner"), for the purpose of establishing and binding the Owner’s development rights for the Property described herein, and providing assurances to the Owner that upon receipt of appropriate Local Development Orders and Development Permits Owner may proceed with development of the herein described property subject to the terms and conditions of this Agreement.

I. DEFINITIONS

The following definitions shall apply to terms and conditions as used in this Agreement.

1. "Act" and all references to provisions within the Act shall mean the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2005).

2. "Agreement" shall mean this Development Agreement.

3. "City" shall mean Panama City Beach, Florida and its City Council.

4. "City Council" shall mean the governing body of the City.

5. "Development Permit" shall mean any building permit, environmental permit, or other permit, authorization or approval, except a Local Development Order, and any amendments thereto, which may be required by the City or any agency of either the State of Florida or the government of the United States of America in order for the Owner to develop the Property or part of the Property.

6. "Effective Date" shall mean the effective date of this Agreement as specified in Section VIII of this Agreement.

7. "Height" shall mean the ceiling of the highest habitable floor in a building.

8. "Impervious Area" shall mean the area of non-vertical surfaces that do not readily absorb water; as such term is used or intended generally in the context of stormwater management, engineering, or regulation.

9. "Local Development Order" means the approval of an application for a site plan, subdivision plat, variance, or rezoning, which does not authorize development without any required Development Permit.
10. "Ordinances" shall refer to the City's ordinances in effect and published in the Panama City Beach Code of Ordinances on the Effective Date of this Agreement. The term includes all land use regulations governing development of land within the City's jurisdiction except in the Zoning Ordinance (defined below).

11. "Owner" shall mean, collectively, Coastal Community Bank, its successors in interest, successors in title and assigns.

12. "Party" or "Parties" shall refer to the City and the Owner.

13. "Plan" shall mean the Panama City Beach Comprehensive Plan adopted by the City in October 2001 pursuant to Chapter 163, Part II, Florida Statutes, as it has been amended from time to time, which is in effect on the Effective Date of this Agreement.

14. "Project" shall mean the overall development of the Property subject to the provisions and limitations of this Agreement.

15. "Property" shall mean the real property legally described in Exhibit "A" attached hereto and incorporated herein.


17. "Term" shall mean the term of this Agreement as set forth in Section VI.

18. "Zoning Ordinance" shall mean the City's Zoning Ordinance in effect on the Effective Date of this Agreement.
II. RECITALS

WHEREAS, the intent of the "Florida Local Government Development Agreement Act" as expressed in Section 163.3220, Florida Statutes, is as follows:

(1) The Legislature finds and declares that:

   (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

   (b) Assurance to a developer that upon receipt of his or her development permit or brown-field designation he or she may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(2) In conformity with, in furtherance of, and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(3) This intent is effected by authorizing local governments to enter into development agreements with developers subject to the procedures and requirements of Sections 163.3220 – 163.3243, Florida Statutes; and

WHEREAS, the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities is an expressed policy of the State and the City Section 187.201(16), Florida Statutes; and

WHEREAS, the application of innovative and flexible planning and development strategies and creative land use planning techniques such as clustering and mixed-use development are clearly encouraged and contemplated by the State and the City Section 163.3177(11), Florida Statutes; and
WHEREAS, the Owner desires for the Property to be developed as a commercial bank and a bank corporate headquarters; and

WHEREAS, since such development demands both a significant investment of the Owner's time and a significant expenditure of the Owner's funds, the Owner is desirous of agreeing upon, and reducing to contractual terms, the existing development rights of the Owner with regard to the Property; and

WHEREAS, it is in the best interests of the City and the citizens of the City that the development of the Property be completed in a planned and orderly fashion, giving consideration to the subjects addressed in this Agreement; and

WHEREAS, the Owner and the City has agreed upon terms and conditions relating to the development of the Property and the Owner's development rights which are acceptable to the Owner and to the City and the Owner and to the City deem it appropriate that the terms and conditions of their agreements be reduced to written form; and

WHEREAS, the Act provides a vehicle for the Owner and the City to document the assurances sought by each; and

WHEREAS, pursuant to the requirements of Section 163.3225, Florida Statutes, the City held the two required public hearings with respect to this Agreement on the 11th day of October, 2007 and on the 25th day of October, 2007, with notice of such hearings having been provided as required by law, and has considered the public comments and record of such public hearings.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable considerations, the Owner and the City agree:

III. FINDINGS

1. The foregoing Definitions and Recitals are correct and complete and are incorporated herein.

2. The Owner holds legal and equitable title to the Property.

3. The Property consists of approximately [_____] acres designated as of the Effective Date on the Future Land Use Map in the Plan as "Tourist," as shown upon attached and incorporated Exhibit "B," and zoned as of the Effective Date "BP."

4. The Owner intends to proceed with the development of the Property in accordance with the densities, intensities and building heights (and limits) specified in this agreement and the uses permitted, and intensities set forth in this Agreement. Upon reliance on this Agreement, Owner will expend substantial sums of money for developing the site.
5. The Owner acknowledges that it has initiated the request that the City enter into this Agreement; that the terms and conditions of the Agreement incorporate proposals made by the Owner and agreed to by the City; and that the City has not required the Owner draft or enter into this Agreement.

6. The public hearings notices, procedures, and conditions required by the Act relating to the Agreement have been held and met.

IV. AUTHORITY

Execution of this Agreement is expressly authorized by Section 163.3223, Florida Statutes.

V. PUBLIC HEARINGS

Public hearings required to enter into, amend or revoke this Agreement shall be advertised and held in accordance with the provision of Section 163.3225, Florida Statutes.

VI. STATUTORY REQUIREMENTS

Required provisions to be included within this Agreement, as set forth in Section 163.3227 of the Act, are hereinafter addressed as follows:

1. *Legal Description.* The legal description of the Property is attached as Exhibit "A".

2. *Duration of the Agreement.* The Term of this Agreement shall be ten (10) years from the Effective Date, unless otherwise terminated or extended by mutual consent of the parties or in accordance with either applicable law or the provisions of this Agreement. The City shall have the option to unilaterally terminate this agreement if an application for a Local Development Order for the entire Property has not been filed within six (6) months of the Effective Date of this Agreement, or physical development of the Property pursuant to a Development Permit has not commenced within six (6) months after receipt of such Local Development Order and diligently pursued to completion.

3. *Development Rights and Uses.* During the Term of this Agreement and whenever Owner is not in breach of any material covenant of this Agreement, the City hereby agrees that:

   (a) The Owner shall have the right to proceed with development of the Property as a commercial bank and a bank corporate headquarters (a use permitted in a "BP" zone), subject always to the terms and conditions of this Agreement; provided, however, that Owner's right to proceed with such development is conditioned upon the Owner having first obtained all Local Development Orders and Development Permits required for the development. The density and intensity and heights set out below in subsection (e) are the maximum that will be allowed.
and uses shall be limited as there stated. The Owner may, in its sole discretion, apply for more limited amount of development. At the termination of this Agreement, by passage of time or otherwise, any unused density or intensity that is not authorized by an appropriate Local Development Order is released and may be included by the City in any determination of average density.

(b) Whenever Owner is not in breach of any material covenant of this Agreement, the Owner is entitled to apply for Local Development Orders and Development Permits required to carry out the development substantially as described in this Agreement.

(c) The City will review Owner's application for a Local Development Order and Development Permit issued under the City's jurisdiction for the Project pursuant to the Plan and Ordinances, and pursuant to the City's zoning ordinance or superseding land development code in effect on the date of filing such applications (except as provided in subsection (d) below). In the event of any conflict or inconsistency between this Agreement and the Plan and ordinances identified above, this Agreement shall control. Ordinances or regulations adopted after the Effective Date of this Agreement shall not preclude the Owner from developing the uses specifically allowed in this Agreement at the densities, intensities, building height, and other development parameters specified herein.

(d) Changes to Comprehensive Plan and Zoning Code. Except as specifically provided herein, the City's Comprehensive Plan and Zoning Ordinance in effect on the effective date of this Agreement as they specify the land use, building height, density and intensity of the land use shall apply to the Property for the duration of this Agreement. Changes to the Comprehensive Plan or the Zoning Ordinance adopted after the Effective Date of this Agreement or enacted in a land development code adopted after the Effective Date of this Agreement, shall apply except as such changes modify the land uses permitted by the current Comprehensive Plan and Zoning Ordinance or restrict the building height, densities or intensities of the development outlined in this Agreement. The Owner and the City may enter into mutual, written agreements making later-adopted plan amendments or regulations applicable to the Property without the necessity of amending this Agreement.

(e) The following buffer, density, intensity, use restrictions and building height limitations shall apply to the Property:

(1) Use and Building Height Limitations. The use of the Property shall be limited to banking services and professional services, which must initially include a commercial bank and a bank corporate headquarters together occupying not less than one third (1/3) of the floor space of the building to be constructed. The following improvements shall be constructed by Owner as part of the initial development of the Property and, except for

Development Agreement
sidewalks as hereinafter provided, shall be maintained by Owner or its permitted successors and assigns in a neat, attractive and sound condition, to wit, (i) an eight (8) foot wide, landscaped buffer containing a six (6) foot high, solid-face fence on all sides of the Property facing a residential district regardless of whether separated by a street, (ii) twice the number of landscaping plants in all landscaped areas, including the eight foot buffer, as required by the Ordinances and the Zoning Ordinance, and (iii) in addition to sidewalks required by law, sidewalks on the Property fronting Henry Avenue and Pearl Avenue which shall be constructed and maintained as provided elsewhere in this Agreement. The location of all such improvements shall be substantially as shown upon attached Exhibit "C".

(2) Density and Intensity. Density and intensity shall be limited as provided in the Plan, Ordinances or Zoning Ordinance for “BP” zones, including 80% or less impervious surface coverage and 80% floor-area ratio, except that in all cases and at all times Height shall be limited to sixty (60) feet.

(f) Development Not a Non-Conforming Use. The parties acknowledge and agree that development of the Property under the terms and conditions of this Agreement shall not be deemed to be a non-conforming use during the Term.

4. Impact Fees and Assessments. All development on the Property shall be subject to such impact fees at such rates as may be imposed by the City from time to time. Nothing herein shall be construed to exempt the Property from special assessments or user fees, including storm-water assessments, imposed by the City from time to time.

5. Permits Required by State or Federal Agencies. Any state or federal permits required to commence development of the Property shall be obtained prior to the start of construction.

6. Description of Public Facilities, if Applicable. Public facilities needed to service development authorized by this Agreement, the providers, the dates any new facilities will be constructed, and a schedule to assure that public facilities are available concurrent with the impacts of development are as follows:

(a) Potable Water Service. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail potable water service will be supplied to the Project by the City. Owner will construct or cause to be constructed all necessary water service infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The water service infrastructure within the Project will be ultimately owned and maintained by the Owner. Owner's reservation of water service to be available is conditioned upon Owner purchasing from City an adequate number of water and

Development Agreement:
sewer taps at then-current rates to service the number of such Units to be constructed. Owner agrees that potable water availability and service shall be subject to Panama City Beach Code Section 23-31 (2003) entitled Capacity Reservation and Developer Improvements (see Section 23-31 (2003)).

(b) **Wastewater Collection, Transmission, Treatment, and Disposal.** Subject to the City’s ordinances, policies, rules and regulations established from time to time and consistently applied, retail wastewater treatment and disposal services will be supplied to the Project by the City. Owner will construct or cause to be constructed all necessary wastewater collection and transmission infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The wastewater collection and transmission infrastructure within the Project will be ultimately owned and maintained by the Owner. Owner’s reservation of wastewater treatment and disposal service to be available is conditioned upon Owner purchasing from City an adequate number of water and sewer taps at then-current rates to service the number of Units to be constructed. Owner agrees that the availability of wastewater treatment capacity and service shall be subject to Panama City Beach Code Section 23-31 (2003) entitled Capacity Reservation and Developer Improvements (see Section 23-31 (2003)).

(c) **Vehicular Access Areas.** Owner will construct or cause to be constructed all vehicular access areas in accordance with reasonable engineering standards established from time to time by the City based upon the nationally accepted standards found in “A Policy on Geometric Design of Highways and Streets, 5th ed., 2004, American Association of State Highway and Transportation Officials (AASHTO)”, commonly known as the “Green Book.” All such roadways shall be owned and maintained by the Owner. No vehicular access to Henry Avenue shall be permitted.

(d) **Sidewalks.** As part of the initial development of the Property, Owner will construct or cause to be constructed all sidewalks shown upon attached Exhibit “C” of concrete meeting the City’s minimum structural specifications and at least five (5) feet wide. The City shall permit those portions of the sidewalk shown upon Exhibit “C” which lie in the public right of way to be constructed there, subject to deviations required to avoid conflict with utilities. Upon successful completion of construction, the City shall accept the sidewalks lying within the public right of ways and thereafter be responsible to maintain them to standards consistent with the City’s maintenance of public sidewalks generally.

(e) **Storm-water/Drainage.** All storm-water runoff and drainage system improvements within the Property will be: (i) designated by Owner in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection, (ii) constructed or
caused to be constructed by Owner, and (iii) owned and maintained by Owner. The City will not be responsible for any construction or maintenance costs associated with the storm-water/drainage system within the Property.

(f) Reclaimed Water for Irrigation. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail reclaimed water service for irrigation will be supplied to the Project by the City. Owner will construct or cause to be constructed, all necessary infrastructure for distribution of reclaimed water for irrigation infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The infrastructure for distribution of reclaimed water for irrigation infrastructure within the Project will be ultimately owned and maintained by the Owner.

(g) Solid Waste Collection. All solid waste collection within the Project will be supplied by private contract, unless the City shall establish a mandatory garbage collection system in which case solid waste collection would then be supplied in accordance with that system.

(h) Other Utility Services. All utilities, not otherwise covered in this paragraph 4, including telephone, cable and electricity will be supplied directly by the applicable utility companies. The City will not be responsible for any construction, maintenance or provision of any such utility services. Telephone, cable, and electricity will be scheduled to be supplied to various areas of the Project as improvements are constructed requiring the services.

7. Consistency With Comprehensive Plan and the City's Land Use Regulations. The City hereby finds and confirms that, subject to this Agreement becoming effective upon final approval of the related and concurrent large scale Plan amendment and rezoning of a portion of the Property, the density, intensity, building heights, and all other terms and conditions of development as set forth in this Agreement are consistent with the Panama City Beach Comprehensive Plan and the uses permitted by the City's Zoning Ordinance and land use regulations. During the Term, all development that conforms to this Agreement shall be lawfully conforming development as to height, density and intensity and use, regardless of any later amendments to the building height, density or intensity standards or uses permitted in the Plan, Zoning Ordinance or superseding land development code, or other land development regulations. Notwithstanding the foregoing, City reserves the right to deny any Development Permit which does not meet concurrency requirements for roads, potable water, wastewater, solid waste, storm-water or recreation as specified in the Plan.

8. Compliance With All Applicable Permit and Approval Requirements. The Owner hereby acknowledges and agrees that the failure of this Agreement to address a particular permit condition, term, restriction, approval, or requirement with respect to the development of the Project, shall not relieve the Owner of the necessity of complying with the law
governing said permitting requirement, condition, term, or restriction, or obtaining any applicable permit or approval prior to initiating any part or phase of the development of the Property for which such permit or approval may be required subject in all respects to Owner’s right to complete the full development authorized by this Agreement.

VII. LOCAL LAWS AND POLICIES

This Agreement specifically anticipates and provides that the City may apply certain subsequently adopted zoning ordinance to the development of the Property, as identified in this Agreement; provided, however, that Owner is entitled to apply for a Development Order and all Development Permits required to carry out the maximum development substantially as described in this Agreement. Other subsequently adopted ordinances and policies may be applied to the development that is the subject of this Agreement as provided in Section 163.3233(2)(a), (b), (d), and (e), Florida Statutes (2005); provided, however, that no subsequently adopted law or policy shall be construed to render any development to which the owner is entitled under this Agreement or a validly issued Development Order nonconforming during the Term. Nothing set forth in this Section VII shall act to abrogate any rights which may vest in the Owner with respect to the development of the Property pursuant to common law.

VIII. RECORDING AND EFFECTIVE DATE

Within fourteen (14) days after the City executes this Agreement with the Owner, the City shall cause this Agreement to be recorded in the Official Records of Bay County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Community Affairs within fourteen (14) days after the Agreement is recorded. A copy of the recorded Agreement shall also be provided to the Owner. This Agreement shall not be effective until (a) it has been recorded in the Official Records of Bay County, Florida, (b) until thirty (30) days have elapsed after this Agreement has been received by the State Department of Community Affairs, (c) the related and concurrent small scale Plan amendment and rezoning of the property have both become finally effective. If this Agreement does not become effective on or before December 31, 2007, it shall terminate, expire and be of no further force and effect. This Agreement shall be binding upon and shall benefit and inure to the successors in interest of the parties to this Agreement.

IX. ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS

The City acknowledges that the Owner has the right at any time, upon written consent of the City, to assign all, but not less than all, of this Agreement, together with the development rights and obligations established herein, to a third-party owner and developer of the Property, provided that any such assignee third party owner and developer shall be bound to develop the Property in accordance with the provisions of this Agreement. The City consents in advance that Owner may assign all, but not less than all, of this Agreement to either Coastal Community Land Management, LLC, a Florida limited liability company, or to another corporate entity serving the same function and having one or more of its owners-in common with the owners of Owner, provided that Owner shall simultaneously with such transfer lease back the subject property and
continue to operate the same for the uses permitted in this Agreement. The City and the Owner acknowledge that, in accordance with Section 163.3239, Florida Statutes (2005), the burdens of this Agreement and the benefits of this Agreement shall inure to the benefit of and be binding upon all of the successors in interest to the parties to this Agreement.

X. DISPUTE RESOLUTION

1. **Notice of Default.** The City agrees to use its best efforts to promptly notify the Owner of any breach of a material covenant under this Agreement, provided that the failure to do so shall not constitute a waiver of the same or of any subsequent breach, or affect any remedy available to the City.

2. **Mediation.** The parties will attempt in good faith to resolve by mediation any controversy or claim of any kind or nature arising out of or relating to this Agreement prior to the commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the First Judicial Circuit of the State of Florida, upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within 30 days after the mediator is selected, unless extended for good cause by the mediator. In the event that any such dispute cannot be resolved by mediation after a good faith effort by both parties, either party may seek relief in the Circuit Court of the Fourteenth Judicial Circuit, in and for Bay County, Florida.

3. **Remedies.** Following unsuccessful mediation, the affected party shall be entitled to pursue all remedies available at law or in equity as shall be necessary to achieve the intent of this Agreement, including without limitation, the right to obtain specific performance and mandatory injunction, rescission, and the right to such other remedy or remedies as the court having jurisdiction deems appropriate. None of these remedies shall be deemed exclusive of one another, or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, and to the extent necessary to achieve the intent of the Agreement.

4. Upon a breach of a material covenant under this Agreement which also is a violation of a Development Permit issued by the City, the City shall have all rights and remedies accorded to it under general law with respect to such Development Permit. The provisions of this paragraph are cumulative to any other remedy available to the City.

5. **Estoppel Certificate.** At any time and from time to time, the Owner may request from the City a certificate acknowledging that proposed or constructed facilities, or proposed or finalized documents, comply with specific provisions of this Agreement. Upon the receipt of such request, the City shall have fifteen (15) working days to either issue such certificate or request such additional information or documentation as it may deem appropriate or, necessary to make the requested certificate. In lieu of such additional information or documentation, the Owner may request that the City make stated assumptions in its certificate regarding the matters which would be elicited by such
additional information or documentation. Upon receipt of any requested additional information or documentation, or the Owner's request that the City make certain assumptions in lieu of such documentation, the City shall promptly (and in no event more than fifteen (15) working days after such receipt) prepare a certificate stating whether or not the proposed or constructed facilities or the proposed or finalized documents comply with the specified provisions of this Agreement. The City shall be estopped from taking a position inconsistent with such certificate.

XI. NOTICES

Any notices required to be given or elected to be given by either of the Parties pursuant to the terms of this Agreement shall be deemed effectively provided when (1) placed in the United States Mail, Certified Mail Return Receipt Requested, (2) placed in the hands of an overnight delivery service e.g. Federal Express, Airborne Express, (3) telefaxed to parties, or (4) hand delivered to the parties at the addresses and telefax numbers provided below.

As to Owner:
Coastal Community Bank
Mr. Terry DuBose CEO/President
C/O: Troy Campbell, SVP
12141 Panama City Beach Parkway
Panama City Beach, Florida 32407
Ph: 850-249-2265
Fax: 850-249-2122

and a copy to:
Mr. Frank Baker, Esquire
431 Lafayette Street
Marianna, Florida 32446
Ph: 850-526-3648
Fax: 850-526-2714

As to City:
City of Panama City Beach
Attn: City Manager
City Hall, Hwy 79
Panama City Beach, FL 32413
Telephone (850) 233-5100
Fax: (850) 233-5108

and a copy to:
Douglas J. Sale, City Attorney
P.O. Box 1579
Panama City, FL 32401
Phone: (850) 769-3434
Fax: (850) 769-6121
XII. MISCELLANEOUS

1. Amendment. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto after notice as required by law.

2. Headings. The headings of the sections and paragraphs in this Agreement are for convenience of the reader and do not control the meaning of the provision of this Agreement.

3. Severability. If any provision of this Agreement is declared invalid or unenforceable in a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.

4. Drafting. Both parties have participated in the drafting and preparation of this Agreement and the provisions hereof shall not be construed for or against any party by reason of authorship.

5. Cost and Expenses. Simultaneously with the execution of this Agreement, Owner shall pay the City the sum of $______ to cover City's costs and expenses of entering into this Agreement.

6. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Neither the failure or any delay by any party hereto in exercising any right or power under this Agreement nor any course of dealing between the City, on the one hand, and the Owner or its permitted assignee, on the other hand, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate authorized representative as of the dates given below.
Signed, seal and delivered in the presence of

ATTEST:

Holly J. White, City Clerk

CITY OF PANAMA CITY BEACH
FLORIDA

By:

Richard E. Jackson
Its: City Manager

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 10th day of October, 2007, By Richard E. Jackson, as City Manager of CITY OF PANAMA CITY BEACH CITY, on behalf of the Council who: (notary must check applicable line)

X Is personally known to me.

produced a current driver's license as identification.

produced __________________ as identification.

LAURA JO SMITH
Notary Public - State of Florida
Comm. No. DD 363327

(SEAL)

Notary Public
Commission # DD 363327

My Commission Expires: 1-2-09

Development Agreement

AGENDA ITEM # 1
Signed, seal and delivered
In the presence of

COASTAL COMMUNITY BANK,
a Florida Corporation

By: Jerry DeBose.
Its:

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 26th day of
October, 2007, By Terry DeBose, as President of COASTAL
COMMUNITY BANK, a Florida corporation, on behalf of the Bank who: (notary must
check applicable line)

✓ Is personally known to me.

____ produced a current driver's license as identification.

____ produced ____________________________ as identification.

(Seal)

TROY CAMPBELL
Notary Public
Commission # DD033297

My Commission Expires: 9/6/2008

Development Agreement
Exhibit "A"
Legal Description of the Property
MAP OF SURVEY

DESCRIPTION:

PARCEL I
LOT(S) 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 BLOCK B, GULF HIGHLANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 78, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

PARCEL II
LOT 16 AND THE SOUTH 10 FEET OF LOT 15, BLOCK B, LAIRD VILLAGE UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 49, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

The Formatted Certification Is To: Coastal Community Bank, Bay County Land & Abstract Company, First American Title Insurance Company.

SURVEYOR'S NOTES:

1) THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THE TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES.

2) RECORD MEASUREMENTS ARE SHOWN IN PARENTHESES WHEN FOUND TO BE OTHER THAN ACTUAL.
Exhibit "B"
FLUM Map of Property
Proposed Land Use Amendment from SF Residential to Tourist and Rezoning from R-1B to BP for 1.124 acres

0.85 acres to remain with a Tourist Future Land Use Map Designation.
REGULAR AGENDA
ITEM #2,

RESOLUTION 16-08
RESOLUTION 16-08

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Real Estate Sales Contract between the City and NWFL C Store, Inc., a Florida corporation, relating to the purchase of property located at 11214 Front Beach Road, for the purchase amount of Seventy Seven Thousand One Hundred Thirty Two Dollars and Fifty Cents ($77,132.50), in substantially the form of the documents attached and presented to the Council today, draft dated September 24, 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

Resolution 16-08
REAL ESTATE SALES CONTRACT

STATE OF FLORIDA
COUNTY OF BAY

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between NWFL C STORE, INC., a Florida Corporation ("Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

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

SEE ATTACHED EXHIBIT A—Description Parcel 5A
(sometimes referred to as the "Property").

Seller also sells and agrees to sell and convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, and including any rights of Seller to any oil, gas, and other minerals, together with any improvements and fixtures situated on and attached to the Property or appurtenant thereto (all of such real property, leases, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth. Notwithstanding the foregoing, Seller shall have the right, prior to the closing contemplated herein, to remove from the Property any of Seller's personal property, including, but not limited to any signs or other improvements placed on the Property by the Seller.
1.02 Seller also agrees to convey by license (the "License") a temporary construction easement necessary to harmonize and reconnect existing features of Seller's property with the highway improvements which are to be constructed on the Property acquired by Purchaser, which easement is located in Bay County, Florida, and described as follows:

SEE ATTACHED EXHIBIT B—Description Parcel 5B
(sometimes referred to as the "Temporary Construction Easement").

ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of SEVENTY SEVEN THOUSAND ONE HUNDRED THIRTY TWO DOLLARS AND FIFTY CENTS ($77,132.50).

Deposit

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

Payment of Purchase Price

2.03. Purchaser shall pay at Closing the sum of Seventy Two Thousand One Hundred Thirty Two Dollars and Fifty Cents ($72,132.50) in cash or certified funds.
ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser's expense, a title insurance commitment ("Title Commitment"). The Title Commitment shall commit to issue to Purchase an owner's title insurance policy in an amount equal to the total Purchase Price of the Property upon recording of the deed hereinafter called for, free and clear of all liens and encumbrances except the standard exceptions or qualification usually printed in the title insurer's commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released from all obligations under the Contract. Seller agrees that it will in good faith use due diligence to correct the title defect within the time provided but Seller shall not be obligated to expend any of Seller's funds to correct any such title defect.
Access and Inspection Rights

3.03. Purchaser may, prior to the Closing Date, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property (including, without limitation, environmental inspections, borings and physical samplings) as Purchaser deems necessary or desirable, and Seller shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.

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

Purchaser understands that it is purchasing the Property in "as-is, where-is" condition and that no stated or implied representations or warranties of any nature whatsoever have been made by the Seller pertaining to the size, shape, location or condition of the Property, or pertaining to the site, environmental matters, toxic waste, radon gas, etc.

ARTICLE IV
CLOSING

REAL ESTATE SALES CONTRACT - Page 4

September 24, 2015
4.01. The Closing shall be at the offices of Harrison Sale McCloy, 304 Magnolia Avenue, Panama City, Florida, on or before December 31, 2015, unless the parties agree in writing to another date and place for Closing.

4.02. Real property taxes, water rates and sewer charges, and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days of each month, Seller to have the last day, to the date of Closing. Taxes for all prior years shall be paid by Seller. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Purchaser.

4.03. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, other than the mortgage and liens in favor of The Bank which Seller shall discharge or release prior to Closing.

(b) Deliver to Purchaser an Affidavit of Non-Foreign Status of Seller executed by Seller.

(c) Deliver to Purchaser and the Closing Agent affidavits by knowledgeable persons that there are no liens and encumbrances, existing or contingent, against the Property.

(d) Deliver to Purchaser possession of the Property.
4.04. At the Closing, Purchaser shall:

(a) Deliver to Seller the cash portion of the Purchase Price.

4.05. Each party shall pay any attorney's fees incurred by such party. Purchaser shall pay for the following: documentary tax stamps affixed to the Deed; the cost of the Title Insurance Policy and related charges for examination, search and closing; and the cost of recording the Deed. All other costs and expenses of Closing the sale and purchase and loans shall be borne and paid by the party requesting the item or service.

ARTICLE V

LEGISLATIVE ACTION

5.01. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before December 10, 2015. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

ARTICLE VI

BREACH BY SELLER

6.01. If Seller fails or refuses to comply fully with the terms of this Contract, because of failure to clear title, as outlined in Paragraph 3.02 contained herein, to Property or for any other cause other than Purchaser's default, Purchaser may, at its option, (a) rescind this Contract and recover from Seller the Deposit, or (b) proceed with this Contract and take the Property as-is, or (c) pursue a suit for specific performance.

ARTICLE VII

BREACH BY PURCHASER
7.01. If Purchaser shall default in the performance of any of the terms and conditions of this Contract, or if the Closing shall not occur through the fault of Purchaser, Seller may, as their sole remedy, retain the Deposit as liquidated damages, and this Contract shall be cancelled.

ARTICLE VIII
MISCELLANEOUS

Survival of Covenants

(a) The terms of this Agreement shall merge into the closing documents, notably, the deed, and shall not survive the Closing.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the addresses set forth herein below:

IF TO SELLER:

NWFL C STORE, INC.
Att: Salman Noordin
384 Distribution Parkway
Collierville, TN 38017

IF TO PURCHASER:

Mario Gisbert, City Manager
John Alaghemand, CRA Director
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32407

With Copy To:

Amy E. Myers, Esquire
Harrison Sale McCloy
Governing Law and Jurisdiction

(c) This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence
(g) Time is of the essence of this Contract. All times calculated in days hereunder shall be calendar days.

**Attorney's Fees**

(h) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

**Gender and Number**

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

**Date of Contract**

(j) The term "date of this Contract" as used herein shall mean the latest of the dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which latest date shall be the date of final execution and agreement by the parties.

(k) Notwithstanding anything herein to the contrary, Seller's obligations under this Contract are specifically conditioned upon Seller's ability to procure from First Capital Bank, its successors and assigns and First City Bank, its successors and assigns, partial releases of the existing mortgages encumbering the Property in favor of both banking institutions. In the event Seller is unable to procure said partial releases, Seller shall so notify Purchaser and thereafter this Contract shall be null, void and of no further force or effect and the Escrow Deposit shall be returned to Purchaser.
Executed on the dates set forth at the signatures of the parties hereto.

DATED as to Seller this ________ day of ____________________, 2015.

Witnesses

SELLER:
NWFL C STORE, INC., a Florida corporation

By: ________________________, President

DATED as to Purchaser this ________ day of ____________________, 2015.

ATTEST:

PURCHASER:
PANAMA CITY BEACH, FLORIDA

By: Mario Gisbert, City Manager

Diane Fowler, City Clerk

REAL ESTATE SALES CONTRACT – Page 10

September 24, 2015

AGENDA ITEM # 2
Legal Description:

Parcel 5A:
Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida with the Northerly right of way line of Front Beach Road (U.S. Highway 98)(State Road 30) and thence run North 55 degrees 38 minutes 07 seconds West 1387.72 feet to a point on the Westerly right of way line of R. Jackson Boulevard (formerly Beckrich Road); thence run North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 349.80 feet to a nail and disc marking the Southeast corner of the JTL Properties, LLC property as described in Official Records Book 2586, Page 1827, of the Public Records of Bay County, Florida and being the intersection of the Westerly right of way line of R. Jackson Boulevard (formerly Beckrich Road) with the Northerly right of way line of said Front Beach Road (U.S. Highway 98)(State Road 30) for the Point of Beginning; thence from said Point of Beginning run North 55 degrees 37 minutes 55 seconds West, along the Northerly right of way line of said Front Beach Road, 48.61 feet to an iron rod; thence departing said Northerly right of line run North 89 degrees 22 minutes 05 seconds East 47.71 feet to a point; thence North 34 degrees 27 minutes 39 seconds East 78.03 feet to a point; thence South 55 degrees 32 minutes 21 seconds East 2.0 feet to a point; thence North 34 degrees 27 minutes 39 seconds East 72.04 feet to an X cut in concrete, said X cut being on a curve concave to the Northwest; thence run in a Northeasterly direction along said curve having a radius of 4969.0 feet, through a central angle of 00 degrees 15 minutes 48 seconds for an arc length of 22.85 feet, chord of said arc being North 34 degrees 18 minutes 38 seconds East 22.85 feet to an X cut in concrete on the Northerly boundary line of said JTL Properties, LLC property; thence run South 55 degrees 38 minutes 14 seconds East, along said Northerly boundary line, 7.54 feet to an iron rod marking the Northeast corner of said JTL Properties, LLC property and being on the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road); thence run South 34 degrees 26 minutes 02 seconds West, along said Westerly right of way line, 200.28 feet to the Point of Beginning.
EXHIBIT B

Legal Description

Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the Northerly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence run North 55 degrees 38 minutes 09 seconds West 1357.72 feet to a point on the Westerly right of way line of R. Jackson Boulevard (formerly Backor Road), thence run North 34 degrees 76 minutes 02 seconds East, along said Westerly right of way line, 349.80 feet to a nail & disc marking the Southeast corner of the JTL Properties, LLC property as desc. in Official Record Book 2996 page 1527 of the Public Records of Bay County, Florida and being the intersection of the Westerly right of way line of said R. Jackson Boulevard (formerly Backor Road) with the Northerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30), thence run North 55 degrees 37 minutes 55 seconds West, along the Northerly right of way line of said Front Beach Road, 48.61 feet to an iron rod, thence departing said Northerly right of way line run North 89 degrees 22 minutes 06 seconds East 35.73 feet to an iron rod for the POINT OF BEGINNING, thence from said Point of Beginning continue North 89 degrees 27 minutes 03 seconds East 11.98 feet to a point, thence run North 34 degrees 27 minutes 38 seconds East 78.03 feet to a point, thence run South 55 degrees 32 minutes 21 seconds East 2.03 feet to a point, thence run North 34 degrees 27 minutes 39 seconds East 72.04 feet to an X cut in concrete, said X cut being on a curve concave to the Northwest, thence run in a Northeasterly direction along said curve having a radius of 4965.0 feet, through a central angle of 90 degrees 15 minutes 48 seconds for an arc length of 22.85 feet, thence run North 34 degrees 18 minutes 38 seconds East 22.85 feet to an X cut in concrete or the Northerly boundary line of said JTL Properties, LLC property, thence run North 55 degrees 38 minutes 14 seconds West, along the Northerly boundary line of said JTL Properties, LLC property, 4.0 feet to a nail and disc, said nail and disc being on a curve concave to the Northwest, thence departing said Northerly boundary line run in a Southwesterly direction along said curve having a radius of 4965.0 feet, through a central angle of 90 degrees 15 minutes 55 seconds for an arc length of 24.44 feet, end of said arc being South 34 degrees 19 minutes 11 seconds West 24.44 feet to an iron rod, thence run South 34 degrees 27 minutes 39 seconds West 70.44 feet to a nail and disc, thence run North 55 degrees 32 minutes 21 seconds West 7.80 feet to a nail and disc, thence run South 34 degrees 27 minutes 39 seconds West 84.32 feet to the Point of Beginning.
REGULAR AGENDA
ITEM #3,

RESOLUTION 16-12
RESOLUTION 16-12

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO TRANSFER FUNDS TO OFFSET CERTAIN SHORTFALLS RELATING TO LIBRARY ELECTRICITY, UNBUDGETED SPEED HUMPS AND ACCELERATED CONSTRUCTION OF THE POLICE DEPARTMENT BUILDING; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The following budget amendment (#80) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2014, and ending September 30, 2015, as shown in and in accordance with the attached and incorporated Exhibit A, to reallocate line items from departments with excess funds to cover shortfall in library electricity and recreation paving, and to appropriate additional restricted cash reserves for the police department building.

2. This Resolution shall take effect immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By __________________________
GAYLE F. OBERST, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK
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Check Adjustment Totals: 4,154,850.00 0.00 4,154,850.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To reallocate line items from departments with excess funds for FY 2015 to cover shortfall in library electricity (timing) and recreation paving (speed humps not budgeted)

To appropriate additional restricted cash reserves for the police department building (timing); construction proceeding more quickly than anticipated in the FY 2015 budget

ROUTING FOR APPROVAL

_________________________ DEPARTMENT HEAD ___________ DATE ______________________________ CITY MANAGER ___________ DATE

_________________________ FINANCE DIRECTOR ___________ DATE
REGULAR AGENDA
ITEM #4,
RESOLUTION 16-13
RESOLUTION 16-13

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, APPROVING THE CONVEYANCE OF A 50' X 60' STRIP OF LAND TO TRUSTMARK NATIONAL BANK AND ACCEPTING A 21' X 141' STRIP OF LAND FROM TRUSTMARK NATIONAL BANK TO AMEND THE DIMENSIONS OF A CITY LIFT STATION SITE LOCATED OFF BIG DADDY DRIVE; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO EXECUTE AND DELIVER ON BEHALF OF THE CITY THE DOCUMENTATION NECESSARY TO EFFECT SUCH CONVEYANCES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the city owns property located on Big Daddy Drive which it purchased in 2012 from Trustmark Bank to use for a lift station and sewer utilities to support the Bayside Utility System; and

WHEREAS, Trustmark has requested the conveyance of the northernmost portion of this property and has offered to convey to the City a similar square footage from his adjacent property; and

WHEREAS, the City finds that the changed dimensions of the lift station site will have no adverse impact on the City’s provision of utility service in this area.

NOW THEREFORE BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept on behalf of the City that certain Special Warranty Deed from Trustmark National Bank to the City conveying an approximate 21’ x 141’ piece of land located east and adjacent to the City’s existing lift station site located on Big Daddy Drive, Bay County Parcel ID No. 27338-001-003, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such Deed shall be conclusive evidence of such approval.

2. The appropriate officers of the City are authorized to execute on behalf of the City that certain Special Warranty Deed from the City to Trustmark National Bank conveying the northern 60’ of the City’s lift station site located at on Big Daddy Drive, Bay County Parcel ID No. 27338-001-003, in substantially the form attached as Exhibit B and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such Deed shall be conclusive evidence of such approval.

3. The appropriate officers of the City are authorized and directed to deliver the Special
Warranty Deed to Trustmark National Bank upon the City’s receipt of the fully executed Special Warranty Deed from Trustmark National Bank accompanied by a title opinion demonstrating that all parties with an interest of record in the subject property have appropriately joined in the execution of the Special Warranty Deed to the City, which title opinion shall be dated no less than 30 days prior to conveyance of the Special Warranty Deed to the City.

**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
SPECIAL WARRANTY DEED

THIS INDENTURE, made this ______ day of ____________, 2015 between Trustmark National Bank, hereinafter referred to as "Grantor" and City of Panama City Beach, Florida, whose address is 110 South Arnold Road, Panama City Beach, Florida 32413, hereinafter collectively referred to as "Grantees".

WITNESSETH, that the said Granter, for and in consideration of the sum of Ten Dollars ($10.00), to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee, and its successors and assigns, forever, all that certain parcel of land lying and being in the County of Bay, State of Florida, more particularly described as follows:

Commencing at a four inch concrete monument (no identification) marking the Northwest Corner of the Southwest Quarter of the Northwest Quarter of Section 28, Township 3 South, Range 15 West, Bay County, Florida and run thence S89°38'23" E, along the North boundary line of said Southwest Quarter of the Northwest Quarter for a distance of 3258.48 feet; thence S00°39'12" W for 60.00 feet to the Point of Beginning; thence continue S00°39'12" W for 141.27 feet to the North right of way line of Big Daddy Drive (80' right of way); thence S89°38'23" E along the North right of way of Big Daddy Drive for 71.44 feet; thence N00°30'12" E for 141.34 feet; thence N89°38'23" W for 71.44 feet to the Point of Beginning. Containing 0.232 acres more or less.

Subject to easements, restrictions of record and taxes for the year 2015 and thereafter and Grantee's interest as to the portion of property conveyed herein which has been previously conveyed to Grantee by virtue of that Special Warranty Deed as recorded in Official Records Book 3600 at Page 125 of the Public Record of Bay County, Florida.

TOGETHER with all the tenements, hereditaments, and appurtenances, with
every privilege, right, title, interest and estate, reversion, remainder and easements thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent thereto. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed the day and year first above written.

Trustmark National Bank

________________________
Witness, Sign

________________________
Witness, Print

________________________
Witness, Sign

________________________
Witness, Print

STATE OF FLORIDA,
COUNTY OF BAY.

The foregoing instrument was acknowledged before me this ___ day of ______________, 2015 by __________________ as __________________ of Trustmark National Bank, on its behalf, who personally appeared before me and
acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

- Personally known
- Produced ______________________ as identification.

(Sign Name)

(Print Name)
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Jack G. Williams, Esq.
Post Office Box 2176
Panama City, FL 32402
EXHIBIT 11

P.O.C. (S 89°38'23" E) ~ 3258.48' (M)
THE NW CORNER OF THE
SW 1/4 OF THE NW 1/4
OF SECTION 28, T3S, R15W,
BAY COUNTY, FLORIDA
FOUND 4"X4" CONC.
MON., NO. 1.D.

P.O.B. (N 89°38'23" W)
SET 5/8" ROD AND CAP
LB#7006, TYPICAL

PARCEL 2
S 00°39'12" W
141.27' (M)
0.232 Acres

PARCEL 1
N 00°39'12" E
141.34' (M)

NORTH R.W. LINE
S 89°38'23" E
71.44' (M)

NORTH R.O.W. LINE

80' R/W ~ PAVED

THE UNDERSIGNED SURVEYOR HAS NOT
IMPLIED OR PROPOSED A CURRENT OPINION
OR ABSTAIN OF MATTERS AFFECTING THE TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE
THAT OTHERS OF RECORDS, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH
COULD AFFECT THE TITLE MOLASSES.

BEARING BASE: S 19°38'23" E

SURVEY ORDERED BY: XUWEI ZHAO
THIS SURVEY IS CERTIFIED TO: XUWEI ZHAO, P. L.
BUILDING DIMENSIONS DO NOT INCLUDE OVERHANGING AND/OR DIMENSIONS OF SUBSURFACE PORTIONS OF THE FOUNDATIONS.
IMPROVEMENTS: EXIST AS SHOWN HERETO AS OF DATE OF SURVEY.
FLOOD ZONE: PROPERTY IS LOCATED IN FLOOD ZONES "A" AND "X" ACCORDING TO
THE F.E.M.A. FLOOD MAP PANEL, NUMBER 12000-8300, DATED JUNE 2, 2009 BAY
COUNTY, FLORIDA.

FLORIDA CERTIFICATE OF AUTHORIZATION L.B. #7006

BOUNDARY SURVEY
XUWEI ZHAO

STATE OF FLORIDA
COUNTY OF BAY
DATED AUGUST 8, 2015

THE UNDERSIGNED, XUWEI ZHAO, FLORIDA LAND SURVEYOR NO. 5286,
HEREBY CERTIFY THAT THE SURVEY AND INSTRUCTION SHOWN HERETO
MEETS THE STANDARDS OF THE FLORIDA DEPARTMENT OF
FLORIDA DEPARTMENT OF CONSTRUCTION SERVICES.

THIS CERTIFICATION IS ONLY FOR THE LAND AS DESCRIBED HERETO.
IT IS NOT A CERTIFICATION OF TITLE, TERMS OR PRECEDENCE FROM ADJACENCY.
SUBJECT TO EXHAUSTION, NOTIFICATION AND ABANDONMENTS OF RECORDS IF ANY.

XUWEI ZHAO
FLORIDA LAND SURVEYOR NO. 5286

AGENDA ITEM #
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this ____ day of _____, 2015, by THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, whose post office address is 110 South Arnold Road, Panama City Beach, FL 32413, hereinafter called the Grantor, to TRUSTMARK NATIONAL BANK, whose post office address is 7700 Highway 98 West, Santa Rosa Beach, FL 32459, hereinafter called the Grantee;

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Bay County, Florida, to-wit:

THE NORTH 60 FEET OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT A FOUR INCH CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY FLORIDA AND RUN THENCE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS EAST, ALONG THE NORTH BOUNDARY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3186, PAGE 2362 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, FOR A DISTANCE OF 3,269.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS EAST, ALONG SAID NORTH BOUNDARY LINE, FOR A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE RUN SOUTH OD DEGREES 21 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 201.42 FEET TO THE NORTH RIGHT OF WAY LINE OF BIG DADDY DRIVE (80' RIGHT OF WAY); THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE RUN NORTH 00 DEGREES 21 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 201.37 FEET TO THE POINT OF BEGINNING.

THE NORTH 25 FEET OF SUBJECT PROPERTY IS SUBJECT TO AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A STORMWATER SYSTEM.

SUBJECT, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances or restrictions or requirements imposed by governmental authorities.

TOGETHER with all the tenement, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, in fee simple forever. The Grantor warrants title only against lawful claims of persons claiming by, through or under grantor, but not otherwise.

AGENDA ITEM #
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS:

THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation

By: __________________________ (SEAL)
Mario Gisbert, City Manager

By: __________________________
Diane Fowler, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of ____________, 2015, by Mario Gisbert, as City Manager of the City of Panama City Beach, on behalf of the City, who is personally known to me.

Notary Public State of Florida

THIS INSTRUMENT PREPARED BY BUT NOT EXECUTED BEFORE:
Amy E. Ross, Esquire
HARRISON SALE McCLOY
304 MAGNOLIA AVENUE
PANAMA CITY, FLORIDA 32401
(850) 769-3434
SURVEYOR'S NOTES:

1. Bearings shown hereon are referenced to the north boundary line of property described in official records book 3186, page 2362, of the public records of Bay County, Florida, bearing being S89°38'23"E.

2. This sketch, map, and report is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited.


4. No title search, title opinion or abstract was performed by, nor provided to Preble-Rish, Inc., for the subject property. There may be deeds of record, unrecorded deeds, easements, encroachments, right-of-ways, building setbacks, restrictive covenants or other instruments which could affect the boundaries or use of the subject property.

LEGAL DESCRIPTION LIFT STATION PARCEL:

Commence at a four inch concrete monument (no identification) marking the northwest corner of the southwest quarter of the northeast quarter of section 28, township 3 south, range 16 west, Bay County, Florida and run thence south 89 degrees 38 minutes 23 seconds east, along the north boundary line of property described in official records book 3186, page 2362, of the public records of Bay County, Florida, for a distance of 3,269.20 feet to the point of beginning. Thence continue south 89 degrees 38 minutes 23 seconds east, along said north boundary line, for a distance of 50.00 feet; thence leaving said north boundary line run south 00 degrees 21 minutes 37 seconds west, for a distance of 201.42 feet to the north right of way line of Big Daddy Drive (80' right of way); thence north 89 degrees 35 minutes 25 seconds west, along said north right of way line, for a distance of 50.00 feet; thence leaving said north right of way line run north 00 degrees 21 minutes 37 seconds east, for a distance of 201.37 feet to the point of beginning.

CONTAINING 0.231 ACRES, MORE OR LESS.
REGULAR AGENDA

ITEM #5,

ORDINANCE 1351-L
ORDINANCE NO. 1351 - "L"
(Limit immediately)

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATING TO RENTED TWO WHEELED MOTOR SCOOTERS AND THREE WHEELED MOTOR SCOOTERS ("SCOOT COUPE"), COLLECTIVELY "SCOOTERS"; LIMITING THE NUMBER OF TWO AND THREE WHEELED MOTOR SCOOTERS WHICH MAY BE RENTED AT ANY LOCATION WITHIN THE CITY; PROHIBITING THE OVERNIGHT RENTAL AND OPERATION AFTER DARK OF TWO AND THREE WHEELED MOTOR SCOOTERS DURING COLLEGE SPRING BREAK; 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 RENTAL BUSINESSES IN THE CITY AND CONDITIONING THE GRANDFATHERING OF EXISTING TWO OR THREE WHEELED SCOOTER RENTAL BUSINESSES UPON CERTAIN LIMITATIONS UPON THE MAXIMUM NUMBER OF SCOOTERS AVAILABLE TO RENT AT EACH LOCATION; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; 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 approximately 1600 scooters registered and 1500 operating; 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 reduction 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

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 imposed a moratorium that has been respected without challenge; 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, reducing the number of rental scooters available in the City by a percentage each year, commencing immediately, has the advantage or providing immediate and certain relief from the excessive numbers; and
WHEREAS, every owner and operator of a scooter rental business has advised the City that the provisions of this ordinance will allow them to recoup their respective investment and expectations for their current inventory of scooters with the understanding that as of September 5, 2017, the maximum number of scooters which may be made available for rental at any existing location will be sixty (60);

WHEREAS, the Council finds that the operation of rented motor scooters is particularly dangerous at night during spring break because of the congestion and proclivities of the students and the extraordinary demands placed upon law enforcement prevent adequate policing of scooter operation at night, in addition to the typical fact that visitors who rent scooters and are unfamiliar with the area, and often are not skilled scooter drivers so that they become more easily confused and distracted 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 during spring break and the ability of a limited number of skilled scooter drivers 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 during spring break should be prohibited 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 (semi-enclosed "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 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 during spring break, 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 business locations 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 three season, phased-down reduction in the number of scooter rentals at each location to a maximum of sixty (60) units, beginning in April of 2015 and ending in September of 2017, 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 extent of 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 reducing 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 and must be reduced, 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 percentages the number of rented 2 and 3 wheeled motor scooters (3-wheeled scooters sometimes referred to as "scoot coupes") and limit such rentals to a maximum of sixty (60) units per location after September 5, 2017. Further, the Council finds that by reducing the number of scooters rented, not only will the City be better able to police the rental drivers but also the economics of having fewer units available for rent should have a positive effect upon the responsibility of the operators to whom the remaining units are rented. Nonetheless, the Council finds and have advised the scooter rental operators that if safety and responsible driving habits do not substantially improve, more restrictive measures shall be required including the potential of prohibiting the rental of scooters within the City.

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. Reservations. - Overnight rentals and operation of rented motor scooters at night prohibited during college spring break.

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. 22-105.5. 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) For each motor scooter rented, there is affixed to it one of the number of unique medallions issued by the City for that location as required by the City's Land Development Code as a condition of the continuation of the rental of scooters as a non-conforming use. 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 on the outside of all clothing or apparel.

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

(6) Reserved.

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

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

(9) Reserved.

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

- In the amount of 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.

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

CITY ORDINANCE REQUIRES DELIVERY OF A WRITTEN ITEMIZATION OF PARTS AND LABOR CHARGED AGAINST A SECURITY DEPOSIT AND A CLEAR PHOTOGRAPH OF ANY DAMAGE CLAIMED. CITY ORDINANCE PROHIBITS YOUR DEPOSIT BEING USED FOR ANOTHER PERSON UNLESS YOU CONSENT BY SEPARATE WRITTEN INSTRUMENT.

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

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

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

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

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

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

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

(1) The person operating the vehicle is listed as an operator in the rental agreement under which the

Ordinance 1351 - L
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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 wearing on the outside of all clothing or apparel 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 net 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(7)(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 during college spring break.

As used here, college spring break means the period commencing March 1 at 12:01 AM and ending March 31 at 11:59 PM each year, unless that period is extended by resolution of the City Council adopted on or before the immediately preceding January 31st as authorized here.

(1) No person who makes a scooter available for rent shall make a scooter available for rent overnight, or rent a scooter overnight or between sunset and sunrise each day, during college spring break.

(2) Any rented scooter operated on the road at night (between one half hour after sunset and one-half hour before sunrise) during college spring break 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 and storage fee in such amounts as may be established by resolution of the City Council from time to time based upon the charges negotiated by the city with private parties for those services.

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 (2 or 3 wheel, less than 50cc)</td>
<td>$150</td>
</tr>
<tr>
<td>Electric Car or Dune Buggy (3 or 4 wheel)</td>
<td>$300</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.

(e) 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.

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.
(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 circumstance and still constitute a repeat violation for the purpose of determining the civil penalty due.

SECTION 3. From and after the effective date of this Ordinance, the following sections of the City's Land Development Code are amended as follows (omitted text stricken; new text underlined) in order to define motor scooters and to immediately prohibit the location and operation of new scooter rental businesses within the city. Bold text not
underlined is existing, current law.

Table of Contents

5.06.12 Moped, Motorcycle and Motor-Scooter Rentals and Deliveries

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- 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)).

Motor Scooter Rental or Scooter Rental- the rental or hire of a Motor Scooter for any valuable consideration.

Table 2.03.02: Land Uses in Base Zoning Districts
Land Uses

Moped, Motorcycle and Motor-Scooter Rentals

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 4.05.02.A: Parking Space Requirements**

<table>
<thead>
<tr>
<th>Type of Use or activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moped, Motorcycle, motor-scooter and paddle boat rentals</td>
</tr>
</tbody>
</table>

**Table 4.05.03.B: Maximum Distance from Principal Uses to Parking Lots serving the Use**

<table>
<thead>
<tr>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moped, Motorcycle Operations</td>
</tr>
</tbody>
</table>

5.06.00 CONDITIONAL USES

**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 moped, 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.

9.02.01 Continuation of Non-conforming Development
A. Subject to section 9.02.02, Non-conforming Development may remain in Use and in place in its
nonconforming state, if such Development is otherwise lawful and in existence on the date of enactment
or subsequent amendment of this LDC. Notwithstanding the forgoing, Motor Scooter Rental Uses
are subject to the limitations upon the number of Scooters at each location set forth in sub-
section D of this Section.
B. Nothing in this chapter shall be construed to prevent the ordinary and routine maintenance and repair
of nonconforming structures. A non-conforming structure may be issued a roofing permit, regardless of
the other provisions of this section.
C. Where an existing Use is located in conformity with this LDC (or similar, preceding law), the subsequent
establishment of a neighboring Use, which due to distance limitations would make the pre-existing use non-
conforming, shall not cause the prior Use to be in violation of this LDC. Such Use shall not become a non-
conforming Use but shall continue as if a lawful, conforming Use except that the Use shall be brought into full
compliance with the Use regulations in this LDC upon discontinuance of occupancy and/or Use of the
Development for a period of more than 180 days in any 365 day period.
D. Any location with eighty (80) Scooters or less offered for rental consistently during the summer
of 2015 shall be limited to offering a maximum of sixty (60) Scooters. Any other Scooter rental
location shall be limited to the following maximum number of rental Scooters:
* Immediately: Seventy-five percent (75%) of the number of Scooters consistently offered for
  rent at that location during the summer of 2015.
* After September 5, 2016: Fifty percent (50%) of the number of Scooters consistently
  offered for rent at that location during the summer of 2015.
* After September 5, 2017: Sixty (60) Scooters.
The City shall prepare and issue for each Non-Conforming Use Scooter Rental location a number of
medallions unique to that location and each Scooter available for rent at a Non-Conforming Use
must have one of those medallions affixed to it. Excess medallions must be returned to the City on
or before September 5, 2016, and September 5, 2017. Medallions may be used only at the location
for which issued.

SECTION 4. 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 one or more motor scooters.

SECTION 5. ALTERNATE AMUSEMENTS. City Staff are hereby authorized and directed to work with the industry to explore the accommodation of alternate amusements to fill the gap created by the reduction 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 this Ordinance within the Panama City Beach Code of Ordinances and 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 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.

ATTEST:

MAYOR

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.
REGULAR AGENDA
ITEM #6,
PERFORMANCE POLICY & EVALUATION FORMS
MEMORANDUM

TO: CITY COUNCIL
CC: MARIO GISBERT, CITY MANAGER
FROM: DIANE FOWLER
DATE: 10/16/15

SUBJECT: PERFORMANCE EVALUATION POLICY AND FORMS

The policy being recommended to the council encompasses what the staff feels the performance management system should consist of and explains purpose, advantages, documentation requirements, procedures, and appeal processes. A separate policy will be proposed to identify how the performance management system ties into the pay for performance concept. The policy has been reviewed by the staff, city manager, and legal representation.

Along with the policy, four forms are being proposed for consideration for adoption by the council for the documentation of performance reviews. The staff has considered the options and all members of the staff recommend forms A for non-supervisory level reviews and Form B for supervisory levels.

The staff recommends approval of the policy presented and forms A and B for documentation purposes.
I. OBJECTIVE.

Provide a performance appraisal based on performance that meets or exceeds standards. This policy shall be applicable to all permanent positions except those held by Elected Officials, Appointed Officials, Charter Officers and temporary employees, and where specifically excluded by collective bargaining agreements.

II. PURPOSE

A comprehensive employee performance evaluation system is designed to assist the employee in improving job performance, in overcoming weaknesses, and achieving personal and departmental goals and objectives. The following policy sets forth the procedures for the administration of employee performance evaluations and establishes objective performance standards to assist with the performance evaluation process.

III. ADVANTAGES OF A PERFORMANCE EVALUATION

a) Provides the opportunity to define the job so that both the supervisor and the employee have the same understanding of what is to be done. This includes establishing the expectations of how it is to be done, as well as developing the standards which will be used in the formal evaluation process to apply the pertinent ratings.

b) Provides the opportunity to review the period of evaluation and to discuss both negative and positive aspects of the employee performance and to acknowledge meritorious performance.

c) Provides the opportunity to redefine the requirements for the next evaluation period, as necessary.

d) Permits the supervisor and the employee to discuss upward mobility and identify training needs.

e) A good evaluation form is not enough to accomplish the results listed above. A quality performance evaluation places significant responsibility upon the supervisor. Evaluation requires continuous observation, analysis of employee actions, and first-hand knowledge of the employee and his/her habits. Performance evaluation is not a once-a-year activity. It must be viewed as a continuous process with frequent feedback and observation, all culminating in a formal performance review. A good evaluation process assures that there are no surprises during the formal review session.

IV. PERFORMANCE EVALUATION DOCUMENTATION – ALL EMPLOYEES

a) It is the policy of the City of Panama City Beach that all full and part-time employees
in permanent positions will receive performance feedback utilizing the performance evaluation form:

1. Within 90 days of initial employment to discuss the job description and expectations, the performance review process, standards and policies, and to ensure the employee achieves the greatest opportunity to adjust or address any issues prior to the formal evaluation in September.

2. All non-probationary employees will receive a semi-annual, informal performance review each February to keep the employee apprised of expectations and progress.

3. All non-probationary employees will undertake and receive an annual, formal performance review each September.

4. Unscheduled performance reviews may be undertaken by a Supervisor at any time to document a significant improvement or decline in the employee’s work performance.

b) Supervisors and Department Heads are responsible for ensuring that all employees in their department receive performance evaluations consistent with this Policy.

V. PERFORMANCE EVALUATION PROCEDURE

a) Supervisors and Department Heads should review the current job description and personnel file prior to completing the Performance Evaluation. Any recommended changes to job descriptions should be annotated separately and attached to the evaluation.

b) Performance Evaluations will be prepared by the immediate Supervisor of each employee.

c) The employee will be given five (5) work days to complete the evaluation form as a self-evaluation method and provide comments accordingly. Upon receiving the completed self-evaluation portion, the Supervisor will schedule a time with the employee allocating enough time to fully address the form in its entirety.

d) Following completion of the Performance Evaluation Form by the Supervisor and review by the Department Head, the Supervisor will schedule a meeting with the employee to discuss the performance evaluation. This will be accomplished during the normal working hours of the employee.

e) Supervisors shall only consider performance, discipline, praise and recognition for the current review period. (Exception: when conducting an as needed evaluation due to a decline in performance.) The employee will be given three (3) work days to provide comments regarding the supervisory rating.
f) The Supervisor, Department Head and employee will sign the performance evaluation. The employee will be given a complete copy of the evaluation and all supporting documentation and the original will be forwarded to the Human Resource Director no later than September 30 of the current year. If the Human Resource Director determines that the performance evaluation and/or personnel action form is incomplete, deficient, or lacks essential information, it will be returned to the Supervisor for review and correction. After the Human Resource Director accepts the documentation it will be forwarded to the City Manager for review and placement in the employee's personnel file.

g) The Human Resource Director will provide all departments with a current schedule of upcoming employee performance reviews for their respective department/division in advance of the scheduled review as well as provide electronic forms as needed.

VI. APPEALS

a) Appeals will only be considered for ratings of "Unsatisfactory" or "Needs Improvement" as an overall rating. Individual ratings of "Unsatisfactory" or "Needs improvement" will not be considered if overall rating is above.

b) Generally.

1. An employee may appeal an overall "Unsatisfactory" or "Needs Improvement" evaluation rating in writing to the Department Head within three (3) working days from the date the employee receives his completed evaluation in accordance with Section V.g above. The Department Head will hold a meeting with the employee and his immediate Supervisor for the purpose of settling differences in the simplest and most direct manner. The Department Head will make a decision and communicate it to the employee, in writing, within five (5) working days from the date the appeal was received.

2. A Supervisor may appeal an overall "Unsatisfactory" or "Needs Improvement" evaluation rating in writing to the City Manager within three (3) working days from the date the employee receives his completed evaluation in accordance with Section V.g above. The City Manager will hold a meeting with the Supervisor and his Department Head for the purpose of settling differences in the simplest and most direct manner. The City Manager will make a decision and communicate it to the Supervisor, in writing, within five (5) working days from the date the appeal was received.

3. A Department Head may appeal an overall "Unsatisfactory" or "Needs Improvement" evaluation rating in writing to the Human Resources Director within three (3) working days from the date the employee receives his completed evaluation in accordance with Section V.g above. The Human Resources Director will hold a meeting with the City Manager and the Department Head for the purpose of settling differences in the simplest and most direct manner. The Human Resources Director will make a decision and communicate it to the Department Head, in writing, within five (5) working days from the date the
appeal was received.

c) If the complaint is not resolved to the employee's satisfaction through the mediation process described in sub-section(b), the employee may request a formal hearing before the Civil Service Board. The request shall be submitted in writing to the Board's Secretary within three (3) working days of the date of the final written decision required by sub-section (b).
Non-Supervisory Employee Performance Evaluation

<table>
<thead>
<tr>
<th>Employee's Name:</th>
<th>Hire date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Promotion date:</td>
</tr>
<tr>
<td>Title:</td>
<td>90 day □ Annual □ Interim □</td>
</tr>
<tr>
<td>Self-evaluation completed on:</td>
<td>Review completed on:</td>
</tr>
</tbody>
</table>

**FACTOR RATINGS:**

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNSATISFACTORY</td>
<td>NEEDS IMPROVEMENT</td>
<td>MEETS EXPECTATIONS</td>
<td>EXCEEDS EXPECTATIONS</td>
<td>OUTSTANDING</td>
</tr>
</tbody>
</table>

**I. JOB KNOWLEDGE / TECHNICAL SKILLS**

<table>
<thead>
<tr>
<th></th>
<th>EMP</th>
<th>SUP</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Performs most if not all job tasks proficiently and without supervision</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Uses techniques, materials, tools &amp; equipment effectively and safely</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Follows procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Stays current with technology and job-related skills</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Understands and complies with safety requirements while working</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUPERVISOR SCORE:** a) + b) + c) + d) + e) = DIVIDED BY 5 = OVERALL SCORE

**EMPLOYEE COMMENTS:**

**SUPERVISOR COMMENTS:**

**II. QUALITY / QUANTITY OF WORK**

<table>
<thead>
<tr>
<th></th>
<th>EMP</th>
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</thead>
<tbody>
<tr>
<td>a) Sets and adheres to priorities</td>
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<tr>
<td>b) Meets established productivity standards, deadlines and work schedules</td>
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<td></td>
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<tr>
<td>c) Uses resources efficiently and economically</td>
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<td></td>
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<tr>
<td>d) Accomplishes accurate work with minimal assistance or supervision</td>
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<tr>
<td>e) Provides work products and services that consistently meet the needs and expectations of both internal and external customers</td>
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</tbody>
</table>

**SUPERVISOR SCORE:** a) + b) + c) + d) + e) = DIVIDED BY 5 = OVERALL SCORE

**EMPLOYEE COMMENTS:**

**SUPERVISOR COMMENTS:**
### III. INITIATIVE / JUDGMENT

<table>
<thead>
<tr>
<th></th>
<th>EMP</th>
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<tbody>
<tr>
<td>a) Takes effective action without being told</td>
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<tr>
<td>b) Analyzes problems and suggests effective solutions</td>
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<td>c) Demonstrates willingness to learn new skills</td>
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<td>d) Develops realistic plans to accomplish assignments</td>
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<tr>
<td>e) Takes effective action without being told</td>
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</tbody>
</table>

**SCORE:** SCORE: a) +b) +c) +d) +e) = DIVIDED BY 5 = OVERALL SCORE

**EMPLOYEE COMMENTS:**

**SUPERVISOR COMMENTS:**

---

### IV. COMMUNICATION / TEAMWORK

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<thead>
<tr>
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<th>EMP</th>
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<tbody>
<tr>
<td>a) Understands and is able to follow instructions</td>
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<tr>
<td>b) Demonstrates an ability to speak and write clearly and correctly.</td>
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<tr>
<td>c) Accepts and responds to change in a positive manner</td>
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<tr>
<td>d) Willing and able to cooperate, work with, and communicate effectively with co-workers, supervisors, and the public/customer.</td>
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<tr>
<td>e) Responds constructively to suggestions and feedback and takes responsibility for own actions</td>
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**SUPERVISOR SCORE:** a) +b) +c) +d) +e) = DIVIDED BY 5 = OVERALL SCORE

**EMPLOYEE COMMENTS:**

**SUPERVISOR COMMENTS:**
### V. POLICY / ATTENDANCE

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- a) Follows city policies, guidelines, procedures, and conduct rules.
- b) Is punctual to start of shift and complies with lunch/break policy and procedures.
- c) Complies with dress standards and policies.
- d) Has an overall acceptable attendance record.
- a) Complies with all safety standards and policies.

**SUPERVISOR SCORE:**

\[
\frac{(a) + (b) + (c) + (d) + (e)}{5} = \text{OVERALL SCORE}
\]

**EMPLOYEE COMMENTS:**

**SUPERVISOR COMMENTS:**

### VI. LEAD (IF APPLICABLE)

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- a) Takes effective action without being told.
- b) Demonstrates proper judgement and decision making skills.
- c) Directs work flow to meet assigned tasks and goals.
- d) Able to clearly set and achieve goals and guidelines.
- e) Demonstrates flexibility and professionalism at all times.

**SUPERVISOR SCORE:**

\[
\frac{(a) + (b) + (c) + (d) + (e)}{5} = \text{OVERALL SCORE}
\]

**EMPLOYEE COMMENTS:**

**SUPERVISOR COMMENTS:**

### VII. JOB SPECIFIC COMPETENCIES (AS REQUIRED)

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- a) 
- b) 
- c) 
- d) 
- e) 

**SUPERVISOR SCORE:**

\[
\frac{(a) + (b) + (c) + (d) + (e)}{5} = \text{OVERALL SCORE}
\]

**EMPLOYEE COMMENTS:**

**SUPERVISOR COMMENTS:**
OVERALL JOB PERFORMANCE – Consider all other ratings and determine the average score based on all factors.

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Divide the total by the number of questions used (6 or 7) and round up at .5

Accomplishments or new abilities demonstrated since last review:
Specific Examples:

Indicate is there was any discipline/kudos given during review period (do not specify details on discipline only yes or no and dates):
Specific Examples:

Specific areas of needed improvement AND/OR goals:
Specific Examples:

Recommendations for professional development (seminars, training, schooling, etc.):
Specific Examples:

Employee Signature: _____________________________ 

Supervisor Signature: _____________________________ 

Department Head Signature: _____________________________ Reviewed on: ______________ 

HR reviewed Signature: _____________________________ Reviewed on: ______________ 

City Manager Signature: _____________________________ Reviewed on: ______________
## Supervisory Performance Evaluation

### Employee Information
- **Employee's Name:** [Redacted]
- **Hire date:** [Redacted]
- **Department:** [Redacted]
- **Promotion date:** [Redacted]
- **Title:** [Redacted]
- **80 day □ Annual □ Interim □

### Self-evaluation completed on: [Redacted]

### Review completed on: [Redacted]

### Factor Ratings

| 1 | Unsatisfactory | 2 | Needs Improvement | 3 | Meets Expectations | 4 | Exceeds Expectations | 5 | Outstanding |

### I. Job Knowledge / Accountability / Performance

- **a)** Understands and demonstrates a mastery of supervisory functions and responsibilities
- **b)** Familiar with duties and requirements of positions as well as methods, practices, and equipment needed to perform duties; Mitigates risk and utilizes safe practices
- **c)** Takes responsibility for decisions and maintains accountability for work outcomes
- **d)** Maintains current knowledge about changes in policy and procedure, keeps abreast of new developments and major issues
- **e)** Allocates task/responsibilities in a fair/efficient manner; takes actions necessary to maintain a cooperative environment.

**SUPERVISOR SCORE:** [Redacted] = [Redacted] DIVIDED BY 5 = OVERALL SCORE [Redacted]

**EMPLOYEE COMMENTS:** [Redacted]

**SUPERVISOR COMMENTS:** [Redacted]

### II. Leadership

- **a)** Able to lead employees and co-workers to willingly and efficiently work together toward a common goal; inspires a high degree of morale and satisfaction
- **b)** Functions consistently and effectively in an objective and rational manner regardless of pressure or situations
- **c)** Demonstrates ability to select, train and effectively develop subordinates by recognizing their abilities and/or improving their weaknesses
- **d)** Trains/coaches effectively; provides feedback; supports and encourages employee growth; recognizes employee accomplishments; disciplines when needed
- **e)** Demonstrates or displays traits consistent with honest, forward-looking, competent decision making within all aspects of position

**SUPERVISOR SCORE:** [Redacted] = [Redacted] DIVIDED BY 5 = OVERALL SCORE [Redacted]

**EMPLOYEE COMMENTS:** [Redacted]

**SUPERVISOR COMMENTS:** [Redacted]
III. UTILIZATION OF PERSONNEL AND MATERIALS:

a) Identifies future needs, trends, and developments and plans accordingly; allocates resources, designs work flow and integrates work into overall department and City objectives.

b) Controls and/or monitors expenditures with regard to budget constraints.

c) Sets effective goals and establishes clear direction, priorities, and timelines.

d) Makes the most effective use of time, facilities, materials, equipment, employee skills, and other resources as needed. Demonstrates a sense of urgency when needed and utilizes effective time management skills.

e) Schedules all employees fairly and equitably to ensure proper coverage and manageability.

SUPERVISOR SCORE: a) + b) + c) + d) + e) = DIVIDED BY 5 = OVERALL SCORE

EMPLOYEE COMMENTS: 

SUPERVISOR COMMENTS: 

---

IV. TEAMWORK/COOPERATION/COMMITMENT/CUSTOMER SERVICE

a) Demonstrates the ability to cooperate, work and communicate with coworkers, supervisors, subordinates and/or outside contacts.

b) accepts and responds to change in a positive manner; shows openness to diverse thoughts and views; constructively responds to suggestions and feedback.

c) Takes personal responsibility and is accountable for customer oriented interactions.

d) Willing and able to cooperate, work with, and communicate effectively with co-workers, supervisors, and the public/customer.

e) Responds constructively to suggestions and feedback and takes responsibility for own actions.

SUPERVISOR SCORE: a) + b) + c) + d) + e) = DIVIDED BY 5 = OVERALL SCORE

EMPLOYEE COMMENTS: 

SUPERVISOR COMMENTS: 

---

V. COMMUNICATION

a) Comfortably utilizes a wide variety of communication styles based on individual needs to effectively articulate goals and objectives.

b) Builds interdepartmental relationships through verbal and written communication skills. Exchanges information, ideas and recommendations with colleagues in creating interdepartmental alliances.

c) Listens effectively to others ideas, problems, suggestions.

d) Works in an open manner, shares information with others to get the job done.

e) Provides clear instructions and expectations.

SUPERVISOR SCORE: a) + b) + c) + d) + e) = DIVIDED BY 5 = OVERALL SCORE

EMPLOYEE COMMENTS: 

SUPERVISOR COMMENTS: 

---
OVERALL JOB PERFORMANCE – Consider all other ratings and determine the average score based on all factors.

<table>
<thead>
<tr>
<th>QUESTION #</th>
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<th>2</th>
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</tbody>
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Divide the total by the number of questions used (6 or 7) and round up at .5

Accomplishments or new abilities demonstrated since last review:
Specific Examples: 

Indicate if there was any discipline/cudos given during review period (do not specify details on discipline only yes or no and dates):
Specific Examples: 

Specific areas of needed improvement AND/OR goals:
Specific Examples: 

Recommendations for professional development (seminars, training, schooling, etc.):
Specific Examples: 

Employee Signature: 

Supervisor Signature: 

Department Head Signature: Reviewed on: 

HR reviewed Signature: Reviewed on: 

City Manager Signature: Reviewed on: 

Page 3

AGENDA ITEM # 6
Employee's Name: 
Department: 
Supervisor: 
Review Period: 
Eval Type: 
Title: 
Promotion date: 
Hire date: 

1. Job Knowledge - The extent to which an employee possesses and demonstrates an understanding of the work instructions, processes, equipment and materials required to perform the job. Employee possesses the practical and technical knowledge required of the job.

<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>Needs Improvement</th>
<th>Meets Expectations</th>
<th>Exceeds Expectations</th>
<th>Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is not familiar with the basic knowledge needed to perform the job. Unable to perform without heavy supervision.</td>
<td>Lacks knowledge of some phases of work; Doesn't possess enough information or skills to adequately perform all aspects of job. Requires heavy supervision.</td>
<td>Satisfactorily performs most if not all job tasks proficiently and without supervision</td>
<td>Understands and performs well on ALL aspects of the job; shares knowledge, trains others, improves procedures, etc.</td>
<td>Excel's at all aspects of job, trains, leads on procedures, and develops procedures, consistently sought for input/answers to problems/troubleshooting.</td>
</tr>
</tbody>
</table>

Specific Examples:

2. Quality - The extent to which an employee's work is completed thoroughly, correctly, and while following established processes & procedures. Required paperwork is thorough, neat, and correct.

<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>Needs Improvement</th>
<th>Meets Expectations</th>
<th>Exceeds Expectations</th>
<th>Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work frequently contains errors; is often sloppy; rarely completed in a timely manner; has to have most tasks double checked.</td>
<td>Work occasionally contains errors; is sometimes unacceptable due to the number of errors it contains. Frequently needs to be checked by others.</td>
<td>Performs at a satisfactory level of accuracy; is usually thorough and neat. Rarely needs work re-checked or occasionally seeks to have work checked.</td>
<td>Always very exact and precise; quality of work often exceeds standards. Never requires work checked.</td>
<td>Work contains an exceptionally high degree of accuracy, known as 'the best' in terms of accuracy and thoroughness. Frequently sought to check others work.</td>
</tr>
</tbody>
</table>

Specific Examples:

3. Productivity/Reliability - The extent to which an employee produces or completes work assignments; accepts responsibility for work accomplished; takes on new tasks.

<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>Needs Improvement</th>
<th>Meets Expectations</th>
<th>Exceeds Expectations</th>
<th>Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constantly has to be supervised to accomplish tasks, frequently late to job locations and/or takes too much time at job locations; frequently requires additional help. Blames others for work not done.</td>
<td>Sometimes requires monitoring to accomplish assignments, generally requires assistance to complete on time, able to complete minor jobs without supervision. Makes excuses</td>
<td>Demonstrates ability to complete all assignments without requiring additional support, finishes work assignments in timely manner. Accepts responsibility for work assignments and problems.</td>
<td>Completes most assignments ahead of schedule, seeks additional duties/jobs, always takes responsibility for assignments, problems, or unexpected situations; able to take control of situations without help</td>
<td>Consistently outperforms peers; always counted on for last minute surprises, dedicated, able to manage priorities without being told what to do; starts next assignment or tasks without having to be told to.</td>
</tr>
</tbody>
</table>

Specific Examples:
4. Teamwork/Cooperation/Commitment/Customer Service – The extent to which employee is willing and demonstrates the ability to cooperate, work and communicate with coworkers, supervisors, subordinates and/or outside contacts. Employee accepts and responds to change in a positive manner. Accepts job assignments and additional duties, and willingly takes responsibility for own performance and job assignments.

<table>
<thead>
<tr>
<th>UNSATISFACTORY</th>
<th>NEEDS IMPROVEMENT</th>
<th>MEETS EXPECTATIONS</th>
<th>EXCEEDS EXPECTATIONS</th>
<th>OUTSTANDING</th>
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</thead>
<tbody>
<tr>
<td>Very distant and aloof; blunt, discourteous, antagonistic, likes to dictate to others; unwilling to help the public. Frequently complains or is complained about</td>
<td>Usually friendly but may show impatience or aggravate others; not always tactful; helps others only if &quot;pressed&quot;. Sometimes complains or receives complaints.</td>
<td>Friendly, courteous, agreeable, pleasant, tactful, willing to help the public and co-workers; demonstrates cooperation in attaining overall goals of department and City. Generally does not complain or receive due complaints.</td>
<td>Outgoing; very polite and willing to help, always tactful, courteous, friendly and helpful; shows genuine concern for others; understands and implements goals of the department and City. Generally the one to be complimented by peers/public; seeks to minimize complaining</td>
<td>Well liked, tactful and persuasive; excellent at establishing goodwill; respected by even the most critical individuals; receives compliments from the public, always provides positive feedback for implementation of department and City goals. Squelches inner problems/complaints.</td>
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Specific Examples:

5. Policy/Attendance – The extent to which the employees follows company policies, procedures and work conduct rules. The employee is punctual, observes prescribed work break/meal periods and has an acceptable overall attendance record. Complies with and follows all safety rules and regulations, wears required safety equipment.

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<th>UNSATISFACTORY</th>
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<th>OUTSTANDING</th>
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</thead>
<tbody>
<tr>
<td>Blatant disregard for city policies and procedures; consistently late/leaving early; unacceptable attendance record; does not follow safety guidelines.</td>
<td>Disregards many city policies and procedures; has on occasion been late/early; takes longer breaks; poor attendance record; has to be repeatedly told to follow safety guidelines.</td>
<td>Follows city policies, procedures, and safety guidelines; minimal absences</td>
<td>Follows city policies, procedures, and safety guidelines; rarely absent; participates in making situations safer; identifies safety violations</td>
<td>Rarely if ever absent, ensures self and others adhere to city policies, procedures, and safety guidelines; rarely participates on safety teams; identifies/corrects/reports safety situations.</td>
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Specific Examples:

6. Initiative/Independence – The extent to which an employee has ability to work independently with little or no direction/follow-up to complete tasks/job assignment. Employee shows initiative in accomplishing tasks without being directed to do so.

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<th>UNSATISFACTORY</th>
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</thead>
<tbody>
<tr>
<td>Requires constant follow-up in order to get the work done; resists change; avoids duties and responsibilities; only performs tasks when asked</td>
<td>Work requires frequent monitoring; completes tasks when asked; fails to recognize needed work; rarely seeks training and/or additional responsibility</td>
<td>Rarely requires follow-up; able to work independently in a timely fashion; accomplishes training and seeks additional responsibility</td>
<td>Often seeks out new solutions, pursues work related and/or professional development.</td>
<td>Resourceful in any situation with good follow through; self starter; takes on increasingly greater responsibility; sets greater goals for development.</td>
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Specific Examples:
7. Communication – The extent to which an employee possesses the necessary communication skills to be effective on the job with co-workers/supervisors/leaders/customers. Consider the employee's verbal and written skills.

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<th>OUTSTANDING</th>
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<tbody>
<tr>
<td>Rarely follows instructions correctly; has extreme difficulty understanding even simple instructions. Rarely writes or speaks clearly often hard to understand. Poor listener.</td>
<td>Has some trouble following instructions correctly; rarely asks questions to clarify instructions; some difficulty writing or speaking clearly; Often has difficulty getting to the point; is not usually a good listener.</td>
<td>Follows instructions correctly; frequently asks questions to clarify; writing is acceptable and coherent; speaks clearly and can be easily understood, is able to get to the point; is usually a good listener.</td>
<td>Always follows instructions correctly; ensures others understand instructions; confident speaker; writing is clear; is a good listener; skilled at conducting difficult discussions with co-workers and customers.</td>
<td>Follows instructions; ensures other understand and follow directions; can easily handle the most difficult and even hostile situation; is an exceptional listener; impeccable writing and verbal communicator.</td>
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Specific Examples:

8. Lead (if applicable) – The extent to which the employee demonstrates proper judgment and decision-making skills when directing others. Directs work flow in assigned areas effectively to meet production/area goals. Is able to communicate effectively (written/verbal) within all levels.

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<th>EXCEEDS EXPECTATIONS</th>
<th>OUTSTANDING</th>
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<tbody>
<tr>
<td>Lacks commitment; poor decision making; inability to think critically, not dependable; inflexible, does not set/achieve goals; terrible interpersonal skills; lacks professionalism.</td>
<td>Struggles with commitments, decision making and critical thinking; tends to be inflexible; rarely sets/achieves goals; frequently inflexible and sometimes lacks professionalism.</td>
<td>Committed to work/employees; makes clear decisions; thinks critically; sets/achieves goals; demonstrates flexibility and professionalism.</td>
<td>Takes ownership of team; leads by example; develops clear guidance; sets and exceeds goals; dependable, flexible; builds teamwork; clearly trusted to handle all situations; always professional</td>
<td>Leads team to achieve perfect performance; plans, organizes, develops, and mentors team. Clearly capable of critical thinking, decision making, innovating, motivating, and always sets/achieves goals; judgement trusted by all.</td>
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Specific Examples:

9. Job specific competencies as required; i.e. maintaining certifications, training, additional duties assigned, etc. (supervisor to fill out and determine rating criteria)

a.

b.

c.

d.

e.

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Specific Examples:
10. Overall Job Performance – Consider all other ratings and determine the average score based on all factors.

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(ADD SCORES AND DIVIDE BY AMOUNT OF QUESTIONS USED)

Accomplishments or new abilities demonstrated since last review:
Specific Examples:

Specific areas of needed improvement AND/OR goals:
Specific Examples:

Recommendations for professional development (seminars, training, schooling, etc.):
Specific Examples:

Employee comments: (attach sheet if not enough room)

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

SIGNATURE/REVIEW

Discussed/reviewed with employee on: _____________________________

Employee Signature: ___________________________________________

Supervisor Signature: __________________________________________

Department Head Signature: _________________________________ Reviewed on: __________________________

HR reviewed Signature: __________________________ Reviewed on: __________________________

City Manager Signature: __________________________ Reviewed on: __________________________
### Job Knowledge/Accountability/Performance

- Demonstrates understanding of supervisory functions; familiar with duties and requirements of position as well as methods, practices, and equipment to do the job; mitigates risks and utilizes safe practices; maintains current knowledge about changes in policy and procedure, keeps abreast of new developments and major issues; takes responsibility for decisions, maintains accountability for work outcomes; allocates tasks/responsibilities in a fair/efficient manner; takes actions necessary to maintain a cooperative environment.

### Leadership

- Able to get employees, and co-workers to work willingly and efficiently; inspires a high degree of morale and satisfaction; the ability to function consistently and effectively in an objective and rational manner regardless of pressures; trains/coaches effectively; provides feedback, supports and encourages employee growth; recognizes employee accomplishments; disciplines when needed; leads by principle and example.

### Utilization of Personnel and Materials

- Identifies future needs, trends, and developments and plans accordingly; allocates resources, designs work flow and integrates work into overall department and City objectives; expenditures are controlled and monitored; sets effective goals and establishes priorities; makes the most effective use of time, facilities, material, equipment, employee's skills and other resources.

### Teamwork/Cooperation/Commitment/Customer Service

- Demonstrates the ability to cooperate, work and communicate with coworkers, supervisors, subordinates and/or outside contacts; accepts and responds to change in a positive manner; shows openness to diverse thoughts and views; constructively responds to suggestions and feedback; takes personal responsibility and is accountable for customer oriented interactions.

### Scheduling and Coordinating

- Schedules work of subordinates/department to achieve maximum results; plans and budgets time appropriately; utilizes resources.
<table>
<thead>
<tr>
<th></th>
<th>Unsatisfactory</th>
<th>Needs improvement</th>
<th>Meets expectations</th>
<th>Exceeds expectations</th>
<th>Far exceeds expectations</th>
</tr>
</thead>
</table>

1. Establishes priorities, and organizes work to meet required deadlines.

Specific Examples:

6. Evaluates/Trains/Mentors subordinates: demonstrates ability to select, train and effectively develop subordinates by recognizing their abilities and improving their weaknesses; conducts periodic feedback to ensure employees know standards/policies/strengths/weakness; evaluates performance of all employees fairly and equitably.

Specific Examples:

7. Communication – Possesses the necessary communication skills to be effective on the job with co-workers/supervisors/leaders/customers alike; able to communicate both orally and written; demonstrates proper listening skills; communications are honest, open, respectful, accurate, professional.

Specific Examples:

8. Overall Job Performance – Consider all other ratings and determine the average score based on all factors.

Specific Examples:

Accomplishments or new abilities demonstrated since last review:

Specific Examples:

Specific areas of needed improvement AND/OR goals:

Specific Examples:

Recommendations for professional development (seminars, training, schooling, etc.):

Specific Examples:

Employee comments: (attach sheet if not enough room)

SIGNATURE/REVIEW

Discussed/reviewed with employee on: ______________________

Employee Signature: ______________________

Supervisor Signature: ______________________