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

II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST

III. APPROVAL OF MINUTES

IV. APPROVAL OF AGENDA

V. CONSENT AGENDA

1 RESOLUTION 16-55, PCB FIRE/RESCUE THERMAL CAMERAS PURCHASE. The Fire Department requested in the 2015-2016 approved budget, the purchase of two (2) thermal imaging cameras. One of these will be replacing a unit that was stolen off of a fire engine last year (PD case # 1440187). The other will be placed on one of our rescue units for a rapid intervention team. These teams are set up at fire and rescue incidents to remove and/or rescue downed firefighters. The cameras were bid with one bid received from Municipal Equipment Company in total amount of $14,000.00. STAFF RECOMMENDS approval to purchase these thermal cameras. “A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO THERMAL CAMERAS IN THE BASIC AMOUNT OF $14,000.”

2 RESOLUTION 16-56, BIDS- OCEAN REEF OUTFALL IMPROVEMENTS. Staff and Preble-Rish Inc. (PRI) have been working to obtain permits for the proposed Ocean Reef Outfall Improvements. The proposed improvements consist of extending the existing outfall an additional 80 feet towards the Gulf and adding a Bay Saver upstream near Front Beach Road. These improvements will reduce erosion and the Bay Saver technology will separate debris and trap pollutants upstream before they make it to the beach. PRI is the City’s engineering consultant for the project and completed all design and permitting necessary to bid the construction work.

The project was publically advertised and six (6) bidders responded with sealed bids by the required date and time. Bids were publically opened on February 2nd at 2:00 P.M. After reviewing the bid documents, Preble-Rish Inc. recommends that the Base Bid be awarded to the lowest responsive bidder, I-C Contractors, Inc., for the base contract amount of $136,392.87. The consultant’s recommendation and bid tabulation are attached for review. STAFF CONCURS with the award recommendation and further RECOMMENDS approval by Council. Stormwater Utility has sufficient funds available to enter into a contract for the work, and the project is included in the current fiscal year budget. All work is anticipated to be complete prior to May 1, 2016. “A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
APPROVING AN AGREEMENT WITH I-C CONTRACTORS, INC., FOR THE OCEAN REEF OUTFALL IMPROVEMENTS PROJECT, IN THE BASIC AMOUNT OF $136,592.87.

VI  REGULAR AGENDA ITEMS - DISCUSSION/ACTION
NO.  OFFICIAL    ITEM
1    GFO    BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.
2    GFO    "A PROCLAMATION HONORING THE "EMERALD COAST VETERANS OF FOREIGN WARS POST 10555 35TH ANNIVERSARY DAY".
3    GFO    "A PROCLAMATION SUPPORTING THE "PUT IT DOWN, PARK THE PHONE BEFORE YOU DRIVE" CAMPAIGN."
4    MG    SCOTTISH FESTIVAL EVENT-DISCUSSION.
5    MG    TEMPORARY ROAD CLOSURE, PORTION OF SURF DRIVE.
6    MG    CITY MANAGER UPDATE.

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

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

City Clerk Date 2-5-16

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

E-mailed and/or Faxed to following interested parties on: 2/8/16, noon.

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

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

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

RESOLUTION 16-55
RESOLUTION 16-55

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF TWO THERMAL CAMERAS IN THE BASIC AMOUNT OF $14,000.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Municipal Equipment Company, LLC, relating to the purchase of two thermal cameras, in the basic amount of Fourteen Thousand Dollars ($14,000), in substantially the form of the quote attached and presented to the Council today, draft dated January 25, 2016, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

__________________________________
Diane Fowler, City Clerk
Mr. Gisbert,

The fire department requested in the 2015-2016 approved budget, the purchase of two (2) thermal imaging cameras. One of these will be replacing a unit that was stolen off of a fire engine last year (PD case # 1440187). The other will be placed on one of our rescue units for a rapid intervention team. These teams are set up at fire and rescue incidents to remove and/or rescue downed firefighters. The cameras were bid with one bid received from Municipal Equipment Company in total amount of $14,000.00. The department respectfully request approval to purchase these thermal cameras.
**Municipal Equipment Company, LLC**

2049 West Central Boulevard, Orlando, FL 32805
Phone: (800) 228-8448 Fax: (877) 775-2448
sales@mecofire.com

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Ordered</th>
<th>UM</th>
<th>Price</th>
<th>UM</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECLLDXBundle</td>
<td>BULLARD 240X180 THERMAL CAMERA WITH TEMPERATURE DISPLAY, SUPER RED HOT COLORIZATION, (2) BATTERIES, TRUCK CHARGER, SOFTWARE, AND A 5 YEAR WARRANTY</td>
<td>2</td>
<td>EA</td>
<td>7000.00</td>
<td>EA</td>
<td>14000.00</td>
</tr>
</tbody>
</table>

**Total** 14000.00

**THIS QUOTE IS VALID FOR 60 DAYS**
CONSENT AGENDA
ITEM #2,
RESOLUTION 16-56
RESOLUTION 16-56

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH I-C CONTRACTORS, INC., FOR THE OCEAN REEF OUTFALL IMPROVEMENTS PROJECT, IN THE BASIC AMOUNT OF $136,592.87.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and I-C Contractors, Inc., relating to the extension and improvement of the Ocean Reef Outfall facilities, in the basic amount of One Hundred Thirty Six Thousand, Five Hundred Ninety Two Dollars and Eighty Seven Cents ($136,592.87), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
Staff and Preble-Rish Inc. (PRI) have been working to obtain permits for the proposed Ocean Reef Outfall Improvements. The proposed improvements consist of extending the existing outfall an additional 80 feet towards the Gulf and adding a Bay Saver upstream near Front Beach Road. These improvements will reduce erosion and the Bay Saver technology will separate debris and trap pollutants upstream before they make it to the beach. PRI is the City’s engineering consultant for the project and completed all design and permitting necessary to bid the construction work.

The project was publically advertised and six (6) bidders responded with sealed bids by the required date and time. Bids were publically opened on February 2nd at 2:00 PM. After reviewing the bid documents, Preble-Rish Inc. recommends that the Base Bid be awarded to the lowest responsive bidder, I-C Contractors, Inc., for the base contract amount of $136,592.87. The consultant’s recommendation and bid tabulation are attached for review. Staff concurs with the award recommendation and further recommends approval by Council. A draft construction agreement is also attached for your review. The stormwater utility has sufficient funds available to enter into a contract for the work, and the project is included in the current fiscal year budget. All work is anticipated to be complete prior to May 1, 2016.
EXHIBIT I

OCEAN REEF
OUTFALL IMPROVEMENTS

PROPOSED 80 LF 24" HDPE PIPE

PROPOSED BAYSAYER
February 3, 2016

Ms. Kelly Jenkins
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

SUBJECT: Letter of Recommendation
Re: Ocean Reef Outfall Improvements
PRI Project: 208.078

Dear Ms. Jenkins,

We have reviewed the bid packages submitted on February 3, 2015 at 2:00PM for the Ocean Reef Outfall Improvements project and verified the unit prices and totals for each bid. Based on our review of these packages, we recommend I-C Contractors, Inc. for award of the contract for a total price of $136,592.87.

If you have any questions, please feel free to contact me at 850-267-0759 or by email at knauerc@preble-rish.com.

Sincerely,

PREBLE-RISH, INC.
Cliff A. Knauer, P.E.
Vice President
**BID TABULATION**

Bid Date: February 2, 2016  
Bid Time: 2:00 p.m. (CST)  
Bid Location: City of Panama City Beach, City Hall Council Chambers, 110 South Arnold Road, Panama City Beach, FL

Project: OCEAN REEF OUTFALL IMPROVEMENTS

<table>
<thead>
<tr>
<th>Contractor's Name</th>
<th>Base Bid Amount</th>
<th>Bid Form</th>
<th>Bid Bond Form</th>
<th>Drug-Free Workplace</th>
<th>Trench Safety</th>
<th>Public Entity Crimes</th>
<th>Addendum No. 1</th>
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<td>GAC Contractors</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>I-C Contractors</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
</tbody>
</table>
SECTION 00050
AGREEMENT

THIS AGREEMENT, made this 3rd day of February, 2016, by and between, the City of Panama City Beach (hereinafter called “OWNER”) and I-C Contractors, Inc., doing business as a Corporation, having a business address of 228 E. 34th Street, Panama City, FL 32405 (hereinafter called “CONTRACTOR”), for the performance of the Work (as that term is defined below) in connection with the construction of the OCEAN REEF OUTFALL IMPROVEMENTS (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by Preble-Rish, Inc., the Engineer of Record (hereinafter called “ENGINEER”) and all other Contract Documents hereinafter specified.

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

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

2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 60 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents (“Contract Time”). Final Completion of the Work shall be achieved by the CONTRACTOR within 30 consecutive calendar days thereafter.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $500.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of Section 00100, General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $136,592.87

AGREEMENT 00050-1
CONSENT
AGENDA ITEM #2
as shown in the Bid Schedule, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

1. ADVERTISEMENT FOR BIDS (SECTION 00010)
2. INFORMATION FOR BIDDERS (SECTION 00020)
3. BID (SECTION 00030)
4. BID BOND (SECTION 00040)
5. AGREEMENT (SECTION 00050)
6. PERFORMANCE BOND (SECTION 00060)
7. PAYMENT BOND (SECTION 00070)
8. NOTICE OF AWARD (SECTION 00080)
9. NOTICE TO PROCEED (SECTION 00090)
10. DRUG-FREE WORK PLACE (SECTION 00095)
11. CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT (SECTION 00096)
12. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00097)
13. SALES TAX AGREEMENT (SECTION 00098)
14. CERTIFICATE OF INSURANCE (SECTION 00099)
15. GENERAL CONDITIONS (SECTION 00100)
16. SUBMISSION OF WORK SCHEDULE (SECTION 00801)
17. PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL (SECTION 00802)
18. SPECIAL PROVISIONS (SECTION 01046)
19. PERMITS AND FEES (SECTION 01065)
20. REFERENCE STANDARDS (SECTION 01095)
21. SPECIAL PROJECT PROCEDURES (SECTION 01100)
22. ENVIRONMENTAL PROTECTION (SECTION 01110)
23. SUBMITTALS (SECTION 01300)
24. CONSTRUCTION PHOTOGRAPHS (SECTION 01380)
25. MOBILIZATION/DEMOBILIZATION (SECTION 01505)
26. CONTRACT CLOSEOUT (SECTION 01705)
27. SITEWORK (SECTIONS 02110, 02200, AND 02211)

AGREEMENT 00050-2

CONSENT
AGENDA ITEM #2
28. APPENDICES (APPENDICES A THROUGH H)
29. PLANS prepared by Preble-Rish, Inc.
30. ADDENDA

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

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions (SECTION 00100) such amounts as required by the Contract Documents.

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

8. This Agreement shall be governed by the laws of the State of Florida.

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

   If to OWNER:

   City of Panama City Beach
   110 South Arnold Road
   Panama City Beach, Florida 32413
   ATTENTION: Mario Gisbert, City Manager
   Fax No.: (850) 233-5108

   If to Contractor:

   AGREEMENT 00050-3
Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. The CONTRACTOR recognizes that the OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to the OWNER, the CONTRACTOR shall comply with and fully implement the sales tax savings program. As set forth in the Sales Tax Agreement, Section 00098.

11. The failure of the OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

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

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

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

16. The CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, Project Representative, or ENGINEER may be responsible, in whole or in part, shall relieve the CONTRACTOR of his/her duty to perform or give rise to any right to damages or additional compensation from OWNER. The CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR’s sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time.

17. INSURANCE - BASIC COVERAGEs REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance, except for coverages specifically waived by the OWNER, on policies and with insurers acceptable to the OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

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

The CONTRACTOR and the CONTRACTOR’s subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR’S subcontractors and sub-subcontractors expressly waive any claim against the OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR’s subcontracts and its subcontractors’ contracts with their sub-subcontractors.
The CONTRACTOR’s deductibles/self-insured retention’s shall be disclosed to the OWNER and may be disapproved by the OWNER. They may be reduced or eliminated at the option of the OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of the CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by the OWNER.

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

**Workers’ Compensation and Employers’ Liability Insurance Coverage**

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>Limit Each Accident</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Limit Disease Aggregate</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Limit Disease Each Employee</td>
</tr>
</tbody>
</table>

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

The CONTRACTOR shall provide to the OWNER an Affidavit stating that he/she meets all the requirements of Florida Statute 440.02 (13) (d).

**Commercial General Liability Coverage**

The CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full-occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the “X” (Explosion), “C” (Collapse) and “U” (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:
The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than 3 years following OWNER's final acceptance of the Project.

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

**Business Automobile Liability Coverage**

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

<table>
<thead>
<tr>
<th>Bodily Injury &amp; Property Damage</th>
<th>$1,000,000 Combined Single Limit Each Accident</th>
</tr>
</thead>
</table>

**Excess or Umbrella Liability Coverage**

The CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full-occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile, and Employers' Liability Coverages with no gaps in continuity of coverages or limits with the OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $10,000,000, each occurrence and aggregate as required by the OWNER.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in two copies each of which shall be deemed an original on the date first written above.

(SEAL)
ATTEST: __________________________
BY __________________________
(Signature)
NAME __________________________
TITLE __________________________

OWNER
CITY OF PANAMA CITY BEACH
BY __________________________
(Signature)
NAME __________________________
TITLE __________________________

(SEAL)
ATTEST:
BY __________________________
(Signature)
NAME __________________________
TITLE __________________________

CONTRACTOR

BY __________________________
(Signature)
NAME __________________________
TITLE __________________________

ADDRESS: __________________________

______________________________
Employer Identification
Number _______________

END OF SECTION
REGULAR AGENDA

ITEM #1,

BOYS & GIRLS CLUB
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Zack Joyner

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

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

Presented this 11th of February, 2016

MAYOR GAYLE F. OBERST

AGENDA ITEM # 1
REGULAR AGENDA
ITEM #2,

PROCLAMATION
WHEREAS, it is not every day that the City can recognize an organization which has benefitted our Veterans and the community for thirty-five years; and

WHEREAS, Post 10555 assists in providing information to local school children so they will understand the importance of remembering our Veterans. Post 10555 also supports Sim's Nursing Home, the first Veterans Home in Bay County, by providing birthday celebrations for its residents; and

WHEREAS, Post 10555 provides many donations to local agencies who also provide support to all Veterans within Bay County by holding yard sales, raffles, and fundraisers; and

WHEREAS, the 35th Anniversary celebration will be held Saturday, February 20, 2016, at the Ashley Drive location, and will consist of guest speakers, panel discussions with members of wars from WW II to Iraq/Afghanistan, and military displays. The public is cordially invited; and

WHEREAS, it is my privilege to be a part of this event and to be able to invite everyone to the open house to honor the VFW, an organization whose slogan is “No One Does More For Veterans”.

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 February 20, 2016 as

“EMERALD COAST VETERANS OF FOREIGN WARS POST 10555 35TH ANNIVERSARY DAY”

and encourage the community to recognize and applaud the VFW members who volunteer their valuable time, talents and resources for the betterment of us all.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Eleventh Day of February, in the Year of Our Lord Two Thousand Sixteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
REGULAR AGENDA
ITEM #3,

PROCLAMATION
~Proclamation~

A PROCLAMATION SUPPORTING THE
"PUT IT DOWN, PARK THE PHONE
BEFORE YOU DRIVE" CAMPAIGN.

WHEREAS, the Optimist Club of the Beach has partnered with J. R. Arnold
High School for this campaign to help save lives; and

WHEREAS, the campaign is planned to highlight the dangers of texting while
driving, reminding everyone to keep their mind on the road; and

WHEREAS, local law enforcement will be part of the program with videos
emphasizing that danger and reminding students that it is
against the law to text and drive; and

WHEREAS, it is not only against the law, it can be deadly to be distracted
from driving as it only takes seconds of inattention for an
accident to occur; and

WHEREAS, there is no text worth your life or the life of someone you love.

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 February 23, 2016 as

"PUT IT DOWN, PARK THE PHONE BEFORE YOU DRIVE CAMPAIGN"

and encourage the community to remember this slogan and do
not text while driving.

IN WITNESS WHEREOF, I have hereunto
set My Hand and caused the Official Seal of
our Great City to be affixed this Eleventh Day
of February, in the Year of Our Lord Two
Thousand Sixteen.

City of Panama City Beach

______________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
REGULAR AGENDA
ITEM #4,
SCOTTISH FESTIVAL
Appeal Request

February 5, 2016

Dear Members of the City Council of Panama City Beach,

On behalf of the Celtic Heritage Alliance, Inc. and the Panama City Scottish Festival, we respectfully request that you reconsider the decision to deny our event scheduled for March 5 at Aaron Bessant Park. While we can understand your desire to limit certain activities during the Spring Break Period, we feel that this particular event would actually benefit the city of Panama City Beach, particularly with regards to the efforts to re-brand or move away from negative Spring Break stereotypes.

First let me describe for you the type of event this is: We are an Educational and Cultural festival celebrating our Celtic Heritage. It is a FAMILY EVENT, attracting visitors and participants from Canada, Scotland, Ireland and the Eastern United States. Our snowbird visitors especially enjoy our event, and many join us in the planning and serve as performers and volunteers. Local active military members of our community also volunteer to help us with our event.

We have already hired and scheduled performances by Bagpipe Bands, Traditional Scottish and Irish Musicians and Irish Step Dancers. We have representatives from the different Scottish Clans (families) and Irish families who will provide tents with genealogy and historical information. Scottish and Irish food and merchandise vendors have committed to our event. We have a Sanctioned Scottish Athletic Competition event with athletes traveling here from all over the United States to participate. Tickets have already been sold online, hotel rooms have been booked, travel arrangements made by vendors, clans and athletes, prizes and awards ordered, and a great deal of money has already been spent on advertising and promotion.

The committee of volunteers that bring the Panama City Scottish Festival and Highland Games to life each year are a varied crew from all different walks of life. Our vice-
president, Bill McCurdy, is a School Resource Officer with the Bay County Sheriff’s office. Mr. McCurdy was heavily involved with Panama City’s Scottish Festival from its inception at Grace Presbyterian Church, having served in several capacities over the years. Joel Cochrane, our Treasurer, retired from the Army after 30 years of service and provides logistics support to NSWC Panama City. Our athletic director, John McClain, is an engineer. The common thread that ties everyone together is that we all are heavily invested in honoring and sharing our Celtic roots with our community. None of us make money doing this, we do this as our passion. We all juggle careers and family in addition to our work with the Panama City Scottish Festival.

My own experience in event planning started back in October of 1971 at Disney World. I later parlayed these skills into founding and taking the helm of Tallahassee’s Scottish Highland Games and Celtic Festival from 1997-2005. During my tenure, Tallahassee’s festival never encountered any instances that were adverse to the community despite the fact that the festival grew to annual attendance of over 25,000 guests. In fact, my Tallahassee events even garnered praise from Leon County’s Board of Commissioners and several Florida governors (see attachments). I take the idea that Scottish festivals are communal, family-friendly events very much to heart. Since moving to Panama City Beach, I have continued to keep safety, community and family as the values most paramount while planning Panama City’s Scottish Festival.

We support other groups that benefit our community. This year, a Scottish Tea Room tent has been planned by the local Miracle Strip Jr. Women's Club too as a fund raiser. This club gives 100% of all their profits back to the community on Panama City Beach. Last year over $40,000 was gifted back to Panama City Beach individuals and organizations by funds earned by the MSJWC.

This event being held at Aaron Bessant Park has been advertised and promoted since our meeting on July 14, 2015 with Richard Sanders, Chris O'Brien, Melissa Deese and Patrick Stewart. The CVB from the beginning felt that this event could be considered a signature event for PCB. The CVB had their graphic artist design
our festival poster, and is helping us with other artwork for our event. We have met with and have the support of Pier Park/Simon for parking and for these dates.

Initially, we had requested the use of Frank Brown Park. During a CVB meeting on July 14, 2015 however it was suggested that Aaron Bessant Park would be a more suitable venue for our event. After that meeting, Melissa and Patrick gave us a tour of Aaron Bessant Park and we all agreed that it was the perfect venue for our event. Immediately we sent a written request to Richard Sanders requesting our event be one of the CVB sponsored and supported events. The date was approved and was "penciled in" on the master calendar for use of Aaron Bessant Park.

This event is in its 24th year, and we have always had a favorable impact on the community. Feedback from the community has been positive regarding the event's migration from Panama City to Panama City Beach. Members of our board have been traveling at our own expense to different Scottish Festivals around the United States since last summer promoting Panama City Beach and our new location at Aaron Bessant Park on Panama City Beach.

This year's event is now only 23 days away. It is too late to change all of our plans and move our event to Frank Brown Park. We have researched what it would cost us to make the venue change at this late of date. We would need to rent additional fencing, stages, sound equipment; lighting, portable potties, hand wash stations and generators, as well as recruit additional volunteers. We would also have additional advertising expenses to spread the word of the venue change. We estimate that the cost of moving our event to Frank Brown Park would be upwards of $35,000; funds we clearly did not budget for.

It has also been suggested that our 2016 event remain at Aaron Bessant Park but be moved from March 5 to an earlier date not falling within the "Black Out Dates". While we are amiable to moving the date of our 2017 festival and games to a date that is not during the traditional Spring Break period, it is far too late in 2016 to make this change. Most athletes, performers and vendors follow what we call the "Scottish Festival Circuit", meaning they will already be locked in to dates at other regional Scottish festivals and wouldn't even be available to us should we change our date.
We were unaware that there were “Black Out Dates” for events at Aaron Bessant Park. We only received the Operational Policies for Aaron Bessant Park last week that outlines this information. In said document, under number 6a on page 2 is says “Spring Break (typically first week of March through first two weeks of April subject to adjustment by resolution of the City Council.” Therefore we respectfully request that the members of the City Council approve this event for 2016 to be held at Aaron Bessant Park as we had planned.

Currently, we are the only Scottish Festival from Jacksonville, FL to New Orleans, LA. In the past 23 years, Panama City had filled the void. This year, we were counting on a move across to the beach to catapult this Festival to a new level. Please reconsider your decision and allow our Scottish Festival and Highland Games to thrive at its new home aboard Panama City Beach.

Thank you for your consideration.

Joyce C. Oakley
President
Panama City Scottish Festival & Highland Games

PO Box 20274
Panama City Beach, FL 32417

850-556-5714 (Call or Text)

www.PCScotFestival.com

The Panama City Scottish Festival is a production of the Celtic Heritage Alliance, Inc. a registered 501(c)(3) nonprofit organization
City of Panama City Beach
Aaron Bessant Park
Event Request Form

Contact Information

<table>
<thead>
<tr>
<th>Business/Organization</th>
<th>Panama City Scottish Festival and Highland Games</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact/Event Coordinator</td>
<td>Joyce C. Oakley - President</td>
</tr>
<tr>
<td>Phone #</td>
<td>Cell Phone #</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>PO Box 20574</td>
</tr>
<tr>
<td>City</td>
<td>Panama City Beach</td>
</tr>
<tr>
<td>State</td>
<td>FL</td>
</tr>
<tr>
<td>Zip</td>
<td>32417</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:PCScotFest@ical.com">PCScotFest@ical.com</a></td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://www.pcsscotfestival.com">www.pcsscotfestival.com</a></td>
</tr>
</tbody>
</table>

Non-Profit | Yes |
Tax Exempt | Yes |

State of Florida tax exempt #: 284-299-55

*Copy of Tax Exempt Certificate and/or non-profit status documentation must accompany application if applicable.*

Event/Promoter History

How many years has this event been conducted? 23 years

Site of last event: Gulf Coast State College - Panama City Campus

List 3 references of other event venues that you have worked with in the past 3 years.

1.) Venue Name: Gulf Coast State College  
   Event Name: Panama City Scottish Festival  
   Contact Name: Ladj Davenport  
   Location: GCSC - PC Campus  
   Event Date(s): March 7, 2015  
   Phone #: 850 - 873 - 3583

2.) Venue Name: Grace Presbyterian Church  
   Event Name: Panama City Scottish Festival  
   Contact Name: Bill McCurdy  
   Location: 1415 Airport Rd. PC, FL 3240  
   Event Date(s): March 1, 2016  
   Phone #: 850 - 628 - 4225

3.) Venue Name: Grace Presbyterian Church  
   Event Name: Panama City Scottish Festival  
   Contact Name: Bill McCurdy  
   Location: 1415 Airport Rd. PC, FL 3240  
   Event Date(s): March 3, 2013  
   Phone #: 850 - 628 - 4225
Event Name: Panama City Scottish Festival

1st Choice Date(s) Requested

- Set-up Date(s): March 4, 2016
- Time of Set-up (from) 8 am (to) 7 pm
- Event Date(s): March 5, 2016
- Time of Set-up (from) 8 am (to) 9 pm
- Clean-up Date(s): March 6, 2016
- Time of Clean-up (From) 8 am (to) 12 pm

Estimated # of Participants: 5,000

Event Information

Event Description & Parking Plan (attach additional page(s) if additional space is needed)

A fun day of Scottish Highland athletic competitions, Celtic music, bagpipers, a parade, clan (family) tents, vendors selling all kinds of Celtic wares.

VIP/Vendor parking in field behind Aaron Bessant Park.

General Admission parking in Peer Park Parking Lot.

Check all that apply to your event

- Alcohol Sales/ Distribution
- Merchandise Vendors
- Temporary Structures Constructed
- Fireworks/ Pyrotechnics
- Parade/ Walk/ Run
- Gated/ Ticket
- Other
Park Services/ Facilities Requested

Check all that apply to your event

- [ ] Amphitheater Lawn
- [ ] Stage
- [ ] Special Event Restrooms
- [ ] Multipurpose Festival Lawn
- [ ] Daily Restrooms
- [ ] Park Office
- [ ] Trash Disposal Set-up
- [ ] Scissor Lift Rental
- [ ] Sound Equipment Rental
- [ ] Tables (#
- [ ] Chairs (#

Please return to:
PCB Parks & Recreation
16200 Panama City Beach Pkwy
Panama City Beach, FL 32413

Email: info@playballinparadise.com
Fax: (850)233-5161

For Office Use Only

Approved _____ Denied _____ Resubmit (Additional Info Needed) _____

Mario Gisbert, City Manager: ___________________________ Date: 2/1/16
CITY OF PANAMA CITY BEACH
SPECIAL EVENT AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of January 2016, by and between the City of Panama City Beach, Florida, a municipal corporation (the "City"), 110 South Arnold Road, Panama City Beach, Florida 32413, and Event rights holder: Panama City Scottish Festival ("Licensee") Whose address is: PO Box 288274, PCB, FL 32417

CITY HEREBY GRANTS to Licensee a license to use that certain real property in Bay County, Florida described as Panama City Scottish Festival & Highland Games (the “Site”) and the “Parking Lots and other areas” as more particularly shown with attachment Exhibit A.

1. LIMITED USE OF THE SITE. Licensee shall use the Site for the exclusive purpose of Panama City Scottish Festival & Highland Games (the “Event”). The License shall at its own expense obtain any and all governmental licenses and permits necessary for Licensee’s use. The possession, consumption, and sale of alcoholic beverages is prohibited unless use is expressly authorized in writing by the City Manager and approved through permits issued by the appropriate state licensing agencies.

2. TERM. The Licensee shall be entitled to use the Site and Parking Lots for a period of 3 days, commencing from March 4 to March 6, 2016 (the “Term”) 7:00 a.m.-11:00 p.m. each day.
   a. “Set-up”. Licensee shall have non-exclusive use of Site & Parking lot for 1 day(s); (dates) from: 3/4/2016 to: 3/4/2016 prior to the commencement of the Event.
   b. “Event Proper”. Licensee shall have exclusive use of the Site and non-exclusive use of the Parking Lots for 4 day(s); (dates) from: 3/5/2016 to: 3/5/2016 during the Event.
   c. “Take down”. Licensee shall have non-exclusive use of Site and Parking Lots for 1 day(s); (dates) from: 3/6/2016 to: 3/6/2016 following the conclusion of the Event.

3. FEE. Licensee agrees to pay City Rent for the Site at the rates set forth in Appendix A to this Agreement, attached hereto and made part hereof for all purposes, plus all applicable sales and use taxes imposed upon the rental payment. The Rent shall include the Base Rental for the Site and Services Rented, and any unreserved use of the Site and services incurred by Licensee during the Event Term.
   a. A Reservation Security Deposit of $500 for events with 1,000 or less people and $1,000 for more than 1,000 people shall be paid to the City at time of Licensee’s Reservation of the Site. This deposit shall be credited to the Licensee toward total Rent due, as calculated at the conclusion of the Event. Further this deposit shall be wholly forfeited to the City upon notification to the City of the Event’s cancellation.
b. One-hundred Percent (100%) of the Base Rental for the Site and Services rented shall be paid to the City no later than five (5) days prior to the first day of the reserved Event Term.

c. Upon the conclusion of the Event, Licensee shall pay City the remaining balance for the Site and Services rented, together with all other fees incurred by Licensee’s actual use of the site and park services, including but not limited to those shown upon the Schedule of Fees and Costs listed in Appendix A to this Agreement, which shall be due and payable upon notification by the City within thirty (30) days of conclusion of the Event.

4. ACCEPTANCE OF SITE. Licensee represents and warrants that it has inspected or caused to be inspected the Site and Parking Lots, including all facilities, utilities and improvements thereon, and that they are acceptable “as is” and appropriate for the Event. In the Event of the material change in the condition of the Site or Parking Lots adversely affecting the Licensee’s ability to produce the Event, Licensee’s sole remedy shall be to Terminate this Agreement and receive a refund of the use fee, if paid.

5. UTILITIES. Licensor shall pay cost of all utilities consumed during the Term, including but not limited to water, sewer, and electricity. Licensee shall pay all costs of solid waste and hazardous disposal costs for waste generated on or within the Site and Parking Lots during the Term.

6. ALTERATIONS, ADDITIONS, IMPROVEMENTS.

   a. No permanent alterations, additions, improvements shall be made to the Site. The City shall require the Licensee to remove any alteration, addition or improvement and restore the Site to its original condition at the Licensee’s expense.

   b. Licensee may need to obtain specific permits from the City’s building department for certain temporary improvements or structures Licensee finds necessary to produce the Event, including by way of example, portable toilets, temporary electrical cords, junction boxes, water hoses, temporary lighting, temporary fencing, sound equipment, generators, trailers, tents, temporary concession, vendor facilities, trash receptacles and all other improvements of similar nature. Licensee shall remove all such temporary improvements existing on the Site or Parking Lots at the conclusion of the Event, failing which the City or its designee may seize, impound, remove, and destroy the same at Licensee’s expense.

7. REPAIRS, MAINTENANCE AND CLEAN-UP. Licensee shall at its expense keep and maintain in good repair the Site and Parking Lots during the Term. Licensee shall provide for the prompt, daily off-Site removal and proper disposal of all human and animal waste generated during the Term.

Revised 1/2016
Leasee Initials

Page 2 of 7
Special care shall be taken to ensure that no run-off or discharge of human or animal waste material occurs to any adjoining land or water body. During takedown, Licensee shall at its expense pickup and remove all trash, debris and similar material from the Site and Parking Lots and return the same to a neat clean appearance, failing which the City or its designee may pickup and remove all trash, debris and similar material at Licensee’s expense. Licensee agrees to repair, replace or compensate the City for any damage sustained to City property during the Term, as determined by the City in its sole discretion.

8. CONDITIONS AND OF SITE. Licensee shall neither commit nor permit waste of the Site or Parking Lots. At the Termination of this Agreement by lapse of time or otherwise, Licensee shall vacate and return the Site and Parking Lots to the City in the same or better condition as received, failing which the City or its designee may take any necessary steps to return the Site and Parking Lots to the same or better condition as they were received by Licensee, at Licensee’s expense.

9. COMPLIANCE WITH LAWS. Licensee shall comply and cause its employees, agents and subcontractors to comply with all laws, ordinances and regulations applicable to the occupation use or maintenance of the Site and Parking Lots, and shall promptly comply and cause the same to comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or associated with the Site and Parking Lots.

10. RIGHT OF ENTRANCE. The City shall have the right to enter the Site and Parking Lots at all times during the Term and shall have free access at all times to all spaces occupied by the Licensee, its employees, agents and subcontractors.

11. INSURANCE AND INDEMNIFICATION.
   
   A. Licensee shall at its expense maintain in force during the Term a comprehensive public liability coverage insuring Licensee against liability arising from Licensee’s occupation, use or maintenance of the Site and Parking Lots. Licensee’s coverage shall be in the amount of $1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than $3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence. All such insurance shall name the City, its officers and agents as additional insured's.

   B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site and the Parking Lots as the City may desire.

   C. Licensee shall at its option and expense maintain in force during the Term such Fire, casualty and extended coverage insurance on Licensee’s personal property located on the Site and Parking Lots,
including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in custody of Licensee, and all such polices may waive any right of subrogation against the City.

D. All coverage maintained by Licensee pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the State of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactorily to the City and in form and substance reasonably satisfactorily to the City, and shall provide that coverage will not be subject to cancellation, Termination, revocation or material change except after thirty (30) days notice prior written notice to the City.

E. Not less than thirty (30) days prior to the Term, and thereafter upon the written request of the City, Licensee shall furnish such certificates of coverage and certified copies of policies pursuant to Subparagraph (a).

F. Licensee shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney’s fees (“Damages”) arising in whole or in part from: (i) the occupation, use or maintenance of the Site and Parking Lot by Licensee or anyone claiming by, or through or under Licensee; or (ii) the breach of any Licensee’s representations, warranties, covenants or agreements hereunder, including any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the Termination of this Agreement.

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

12. ATTORNEY’S FEES. In the Event of any litigation hereunder, each party shall be responsible for its own attorney’s fees and court costs at trial and appellate levels and at any Mediation or arbitration.

13. TIME. Time is of the essence in the Agreement.

14. REMEDIES. Failure to cure a breach of material Term hereunder within four (4) hours of Licensee’s receipt of written notice thereof shall entitle the City to Terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

15. ASSIGNMENT. This Agreement is not assignable.
16. **SEVERABILITY.** In the Event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any provision hereof.

17. **MODIFICATIONS.** No modifications, amendment, or alteration in the Terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Licensee.

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

19. **FORCE MEJEURE.** The City's failure or inability to provide any facility for public use at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of god, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this agreement.

20. **SPECIAL PROVISIONS:**

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.
IN WITNESS WHEREOF, the Licensee has executed this Agreement as of the day and year first above written.

Signed in the presence of:

Melissa Deese
Witness #1 Print Name:

Witness #2 Print Name:

Licensee:

Signature:
Organization Name:
Panama City Scottish Festival & Highland Games
By:

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledge before me this 26th day of Jan., 2016 by Joyce Oehler
who is personally known to me.
who produced SS as identification

Signature of Notary Public

IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year first above written.

City of Panama City Beach, Florida
A municipal corporation

Attest:

Mario Gisbert, City Manager

Diane Fowler, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledge before me this _______ day of _______, 2016 by Mario Gisbert and Diane Fowler as City Manager and City Clerk of the City of Panama City Beach, Florida

who is personally known to me.
who produced _____________________ as identification

Signature of Notary Public

Revised 1/2016
1. Schedule of Fees & Costs: Total amount set forth below will be calculated upon conclusion of the Event.

### Aaron Bessant Park Facilities

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphitheater/ Stage/ Restroom-Event Days</td>
<td>$5,000 per day</td>
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<tr>
<td>Amphitheater/ Stage/ Restroom-Non-Event Days</td>
<td>$500 per day</td>
</tr>
<tr>
<td>Office</td>
<td>$100 per day</td>
</tr>
<tr>
<td>Special Event Restroom</td>
<td>$1,000 per day</td>
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<tr>
<td>Non-Profit/ Tax Exempt Community Activity</td>
<td>$500 per day</td>
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<tr>
<td>Unscheduled Set-up/ Break-down Day(s) Rent</td>
<td>$750 per day</td>
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<td>Deposit- 1,000 people or less (must accompany contract)</td>
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<tr>
<td>Deposit- more than 1,000 people (must accompany contract)</td>
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### Frank Brown Park Facilities

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<tr>
<td>Festival Site- Event Days</td>
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<tr>
<td>Festival Site- Non-Event Days</td>
<td>$500 per day</td>
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<tr>
<td>Non-Profit/ Tax Exempt Community Activity</td>
<td>$500 per day</td>
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<tr>
<td>Unscheduled Set-up/ Break-down Day(s) Rent</td>
<td>$750 per day</td>
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<td>Deposit- 1,000 people or less (must accompany contract)</td>
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<tr>
<td>Deposit- more than 1,000 people (must accompanying contract)</td>
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### Miscellaneous Fees

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<tr>
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<td>Grounds Sweeper w/ Operator</td>
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<td>32' Scissor Lift w/ Operator</td>
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<td>Sound/ Lights Equipment Rental</td>
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<tr>
<td>6' Rectangular Tables (white)</td>
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<td>Folding Chairs (white)</td>
<td>$1 per day</td>
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<tr>
<td>Professional Sound Tech</td>
<td>Starts at; fees may vary depending on service</td>
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<tr>
<td>Special Event Manager</td>
<td>$50 per hr.</td>
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<tr>
<td>Additional Maintenance</td>
<td>$20 per hr.</td>
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<tr>
<td>Administrative Processing Fee</td>
<td>Alcohol Addendum</td>
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<tr>
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<td>Less than $50 ticket price</td>
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<tr>
<td>Facility Fee Aaron Bessant</td>
<td>$1 per ticket</td>
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<tr>
<td>Facility Fee Aaron Bessant</td>
<td>$50 or more ticket price</td>
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<tr>
<td>6.5% Florida Sales Tax</td>
<td>$2 per ticket</td>
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</tbody>
</table>

*Other: Late fee charge-10% per month on balances 30 days overdue*

Execution of this Appendix A does not constitute confirmation of your Event at Aaron Bessant Park. To lock in the date(s) and facilities requested, you must submit a completed and fully executed and notarized Document Package including the SPECIAL EVENT AGREEMENT, a Certificate of Insurance, and any applicable vendor and special Event permits to the City of Panama City Beach, Attn: Parks and Recreation Department, Frank Brown Park, 16200 Panama City Beach Parkway, Panama City Beach, FL 32413, Fax: 850.233.5161 Events will be scheduled upon receipt of the completed Document Package up to one year in advance, but no later than 30 days prior to your Event.

*Revised 1/2016*
ALCOHOLIC BEVERAGE ADDENDUM

THIS ALCOHOLIC BEVERAGE ADDENDUM (the "Addendum") made this \( \text{[day]} \) day of \( \text{[month]} \), \( \text{[year]} \) is an addition to and forms a part of that certain Frank Brown Park Use Agreement dated \( \text{[date]} \) (the "Agreement") between the City of Panama City Beach, Florida, a municipal corporation (the "City"), 110 South Arnold Road, Panama City Beach, Florida 32413, and \( \text{[Licensee]} \) (the "Licensee"), [address] \( \text{[address]} \), related to the Event known as \( \text{[Event]} \) to be held on \( \text{[date]} \).

IN CONSIDERATION of reliance upon these presents, City and Licensee agree:

1. To the extent of any inconsistency between the terms and conditions of this Addendum and the Agreement, this Addendum shall control. Capitalized terms used herein shall have the meaning ascribed in the Agreement.

2. Alcoholic beverage sale, possession and consumption are hereby approved, subject to the terms and conditions of this Addendum and the Agreement, for the [insert use here] during the Event Proper \( \text{[days]} \) within the Site but not the Parking Lots. Possession, consumption and sale of alcoholic beverages at any other time, including Set Up and Takedown, is prohibited.

4. Nothing in this Addendum shall be construed to exempt the Licensee from full compliance with, or amend or modify, applicable City Ordinances or State Statutes.

5. Licensee shall have full responsibility for the supervision of the sale, possession and consumption of alcoholic beverages within the Site, and shall suspend such sale, possession and consumption whenever necessary to preserve the peace or protect the safety of sponsors, guests or the facility.

6. Licensee shall at its expense maintain in force during the Term a liquor liability insurance policy in the amount of not less than \$1,000,000\ for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000\ for property damage and bodily injury to or death of more than one person in any accident or occurrence arising on or about the Site or the Parking Lots from or associated with the sale, possession or consumption of alcoholic beverage during the Term. Such policy shall name the City, its officers, employees and agents as additional insureds.

7. Licensee shall at its expense comply or cause compliance with the following policies and procedures regarding alcoholic beverages during the Event Proper:

   a. A wrist band, stamp, or invitation system shall be strictly enforced by ID check.

   b. Licensee shall provide no less than two (2) additional security personnel.
monitor and be stationary inside the areas designated for consumption of alcoholic beverages.

c. Volunteers/employees assigned to the alcohol consumption area shall be recognized through a badge/name tag identification/ticket/pass.

d. Volunteers/employees shall be trained in the responsible distribution of alcoholic beverages.

e. No glass containers shall be used, sold or served in the consumption area.

8. Prior to commencement of the sale, possession or consumption of alcoholic beverages, Licensee shall provide the City with the following documents:

a. Evidence of a liquor liability policy;

b. A sketch of the designated area where alcoholic beverages will be permitted;

c. A written plan for toilet facilities, electricity, public safety, security, traffic control, parking, solid waste disposal, responsible consumption of alcoholic beverages, and clean up;

d. A written plan that outlines who will be involved with the distribution of alcoholic beverages and the plan for training those individuals who will be providing or distributing these products;

e. Copies of the state alcohol application, state certificate and state special event permit covering the Site where alcohol will be consumed.

9. Licensee understands and acknowledges that the permission granted is a special exception to the City’s policy of prohibiting the possession, consumption and sale of alcoholic beverages in Frank Brown Park and that the City Council reserves the right to revoke the special exception at any time, without cause. Moreover, the City, as owner of the Site, reserves the right at all times to immediately suspend the sale, possession and consumption of alcoholic beverages within the Site whenever the City Manager or his designee shall determine, in his or her sole discretion, that such suspension is necessary or prudent to protect the safety of sponsors, guests or the facility. Licensee acknowledges that the City would not have entered this Addendum without reserving all of the above rights.

10. Licensee represents that it was not requested to obtain this variance by a licensed retailer and that every person or organization which receives any funds from the net proceeds realized from the sale of alcoholic beverages will have been qualified as an exempt organization under the provisions of s. 501(c)(3) of the Internal Revenue Code of 1954.

[SIGNATURES ON FOLLOWING PAGE]
CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation.

By: Mario Gisbert, City Manager
City of Panama City Beach  
Frank Brown Park- Festival Site  
Event Request Form

Contact Information

<table>
<thead>
<tr>
<th>Business/Organization</th>
<th>Panama City Scottish Festival &amp; Highland Games</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact/Event Coordinator</td>
<td>Joyce C. Oakley</td>
</tr>
<tr>
<td>Phone #</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>PO Box 26274</td>
</tr>
<tr>
<td>City</td>
<td>Panama City Beach</td>
</tr>
<tr>
<td>State</td>
<td>FL</td>
</tr>
<tr>
<td>Zip</td>
<td>32417</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:PCScotFest@Aol.com">PCScotFest@Aol.com</a></td>
</tr>
<tr>
<td>Website</td>
<td>PanamaCityHighlandGames.com</td>
</tr>
</tbody>
</table>

Non-Profit  
Yes [ ]  
No [ ]  

Tax Exempt  
Yes [ ]  
No [ ]

Current Attached - See Letter for details concerning new application
State of Florida tax exempt # See Attached

*Copy of Tax Exempt Certificate and/or non-profit status documentation must accompany application if applicable.*

Event/ Promoter History

How many years has this event been conducted? 23 years

Site of last event  
Gulf Coast State College - Panama City Campus

List 3 references of other event venues that you have worked with in the past 3 years.

1.) Venue Name  
Gulf Coast State College  
Event Name  
Panama City Scottish Festival  
Contact Name  
Heidi Dunlap  
Phone #  
850-678-2583

2.) Venue Name  
First Presbyterian Church  
Event Name  
Panama City Scottish Festival  
Contact Name  
Bill McPherson - Coordinator  
Phone #  
(850) 648-4123

3.) Venue Name  
Grace Presbyterian Church  
Event Name  
22 Years  
Contact Name  
Phone #

AGENDA ITEM #  
PCSF - Page 1
1st Choice Date(s) Requested

Event Name: Panhandle City Scottish Festival and Highland Games

Set-up Date(s): Thur-Fri, 3/3 & 3/4 | Time of Set-up (from) 10:00 AM | (to) 4:00 PM
Event Date(s): Sat, March 5, 2016 | Time of Set-up (from) 10:00 AM | (to) 4:00 PM
Clean-up Date(s): Sun, March 6, 2016 | Time of Clean-up (from) 9:00 AM | (to) 1:00 PM

Estimated # of Participants: 7,000

Check box: Ticketed, Free, Private

2nd Choice: March 12, 2016
Non Event Day(s):
Set-up: March 12, 2016 - March 14, 2016
Clean-up: March 14, 2016 - March 16, 2016

3rd Choice: Feb 26, 2016
Non Event Day(s):
Set-up: Feb 26, 2016 - Feb 28, 2016
Clean-up: Feb 28, 2016 - Mar 1, 2016

Event Information

Event Description & Parking Plan (attach additional page(s) if additional space is needed)

See Attached

Check all that apply to your event

- Alcohol Sales/ Distribution  Limited Beer Sales
- Merchandise Vendors
- Temporary Structures Constructed  - Tents
- Fireworks/ Pyrotechnics
- Parade/ Walk/ Run  Very Small Opening Ceremony type parade no vehicles
- Gated/ Ticketed
- Other
Park Services/ Facilities Requested (See diagram for location)

Check all that apply to your event

☐ Multipurpose Field 1
☐ Multipurpose Field 2
☐ Multipurpose Field 3
☐ Multipurpose Field 4/ Vendor Area
☐ Gravel Track
☐ Restrooms
☐ Trash Disposal Set-up
☐ Scissor Lift Rental
☐ Sound Equipment Rental
☐ Tables (# TBD)
☐ Chairs (# TBD)

Please return to with proposed site map:

PCB Parks & Recreation
16200 Panama City Beach Pkwy
Panama City Beach, FL 32413

Email: ParksAndRecreation@ocbgov.com
Fax: (850)233-5161

For Office Use Only

Approved ☑ Denied □ Resubmit (Additional Info Needed) □

Mario Gisbert, City Manager: ___________________ Date: 3/24/15
To Whom It May Concern,

On behalf of the Panama City Scottish Festival & Highland Games, we would like to submit this application for use of Frank Brown Park for our 2016 Festival. I would like to share a bit about our 23 year old event, our history and our vision.

The event started at Grace Presbyterian Church in Panama City, to celebrate our Scottish Heritage with education about our history, art and music. The now 23 year old annual event has been very successful, and proceeds from the event are given back to community charities. Over the years more events have been added, and support from other Scottish Festivals around the USA and Canada has grown.

Immediately following the 2014 event it was determined the church grounds where the event had been held for 22 years was no longer large enough to host the event. The event needed new leadership and a new venue if the event were to survive and grow. Because of my experience with hosting Scottish Festivals, I was asked to step in and take on this challenge. (I was the founder of the Tallahassee Scottish Festival that grew to an annual attendance of 25,000 people for a one day festival, and three day weekend of events) With the assistance of twelve strong local committee members, (all volunteers) we just complete a very successful Scottish Festival on the grounds of Gulf Coast State College. While the venue was beautiful, and we enjoyed working with the staff the size of the area that we need to use just barely met out needs this year. In 2016 the campus will be under major construction with the new fly over being built. The construction will take several years to complete, shrinking the size of the campus.

We are searching for a LONG TERM new home for our Scottish Event. We need a great deal of Festival space, and guest parking. The committee has been searching Bay County for over a year now, and we feel that FRANK BROWN PARK would be the perfect site for our event. Proximity to accommodations and the airport is important as we have participants and guests who travel from all over the country and the world for our weekend of Scottish & Irish Events.

Our event is a clean, wholesome family friendly event. We cater to our Canadian visitors who enjoy our festival because so many of them are of Scottish & Irish decent. The Florida Panhandle was settled by many Scottish & Irish immigrants, many whom still live in this area, or have moved to this area. (Spring Breakers are not our target guests) Our festival is meant to be Cultural & Educational event – which we have disguised with a full weekend of fun! Our Festival hours have been 9:00 AM – 4:00 PM. During that time we offer internationally known traditional Scottish & Irish Music. We have Bagpipe Bands, Irish Step Dancing, Scottish Highland Dancing, Scottish Athletic Completions, Scottish & Irish Clan (Families) & Societies Genealogy.
Information, a British Car Club Show a Welcoming Ceremony with Pipe Bands, a Parade of Tartans, and a Salute to our Military organizations. Our food and merchandise vendors bring items imported from Scotland, Ireland, Wales & England. Visitors can enjoy a Meat Pie or buy a kilt! We DO NOT do midway or carnival type rides or amusements. We would also like to add other traditional Scottish Festival events such as Border Collie Sheep Herding Demonstrations, Highland Koos show (Long haired Scottish Cows), Falconry demonstrations and Genealogy workshops. On Friday we would like to add a Kilted Golf Tournament.

This year our Scottish weekend began on Friday. For the first time we offered a refined Scotch Whisky Tasking Seminar followed by a dressy (Highland formal) Sponsors Reception at the Panama Country Club. On Saturday night we held a Ceilidh (pronounced Kay-lee) a Scottish Party also at the Panama Country Club. On Sunday. we held our annual Kirkin’o’Tartans a church service honoring our Scottish Heritage at Grace Presbyterian Church in Panama City.

If we are able to secure FRANK BROWN PARK as the location of our Annual Festival – we will be moving all our events to Panama City Beach. Several of the Board Members are residents of PCB, and I am also a local Business owner, we would be delighted to support the PCB community. Our organization would also become members of the PCB Chamber of Commerce.

We would like to share with you that our Scottish Festival Committee is currently in the process of filing to become its own non-profit corporation. This will allow us to immediately apply for 501 (c) (3) statuses. The decision to do so takes the burden of planning and the liability away from Grace Presbyterian Church. With an aging membership, they no longer have the energy or desire to take on such a project. Profits from future events will be donated to members of our community who wish to take educational courses connected to their Celtic Heritage, and to local charities.

Traditionally our events have been held either the first or second weekend in March. The first weekend in March is ideal. as many of our participants, (Bagpipe Bands, Irish Dancers, and Irish Singers) are busy with St. Patrick’s Day events on March 17. and need time to recover a bit after the Festival! This also allows for Canadian visitors and other Snow birds traveling back home from south winter Florida destinations to plan a stop in PCB for a weekend before returning home. Another consideration we have is other Scottish Festivals in the Southeast as we share the same traditional vendors, and athletic, pipe band and dancing competitors.

I hope that this letter gives you a better picture of what the Scottish Festival and Highland Games can bring to Panama City Beach. This is the only Scottish Festival left in the Panhandle the next closest Florida Scottish Festival is in Jacksonville and is held in late February.

If you have any questions at all, please feel free to contact me. I would be delighted to answer your questions.

Respectfully yours,

Joyce C. Oakley

President – Panama City Scottish Highland Games & Celtic Festival
850-556-5714 email – PCScottFest@aol.com

Panama City Scottish Festival & Highland Games
PO Box 20274
Panama City Beach, FL 32417
This certifies that

GRACE PRESBYTERIAN CHURCH OF
PANAMA CITY INC
1415 AIRPORT RD
PANAMA CITY FL 32405-3531

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Important Information for Exempt Organizations

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).

2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.
REGULAR AGENDA
ITEM #5,
SURF DRIVE
ROAD CLOSURE
Good afternoon Mario

Thanks for taking my call. I am a contractor for AT&T mobility doing an install at the above mentioned property. I was in contact yesterday with the Building department, Ken Thorndike and Millie Hartman. Trying to figure out how to get approval to do a partial road closure in front of the Grand Surf Club to use a crane in order to do an AT&T install. After several phone calls to other PCB departments the police chief had advised us that we would need City Managers approval. Our proposal is to use the front of the street for one or two days the week of February 22nd if front of the building weather dependent. Each surrounding properties would have access from the west side (Joan Ave to Surf Drive) and from the east side (Bonita circle to Surf Drive). We would allow access to the surf club parking lot to the north. At this time as per the property manager their occupancy is very low so few occupants will be affected. Please see attached Google earth map of said closure.

Kent C Mace
Hayden Professional Services Inc
7873 SW Ellipse Way
Stuart FL 34997
CGC 1512288
386-290-2030 direct
772-781-1502 office
772-781-1512 fax
kmace@haydenpro.com
# TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: 2-4-16  
Permit No. 

## Governmental Entity

<table>
<thead>
<tr>
<th>Approving Local Government</th>
<th>Contact Person</th>
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<tr>
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</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Email</th>
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## Organization Requesting Special Event

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Person</th>
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</thead>
<tbody>
<tr>
<td>Hayden Professional Services/AT&amp;T</td>
<td>KENT MACE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>7873 SW Ellipse Way Sturat Florida 34997</td>
<td>386-290-2030</td>
<td><a href="mailto:KMACE@HAYDENPRO.COM">KMACE@HAYDENPRO.COM</a></td>
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## Description of Special Event

<table>
<thead>
<tr>
<th>Event Title</th>
<th>Date of Event</th>
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<tbody>
<tr>
<td>AT&amp;T Mobility New Sit Build Install</td>
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<table>
<thead>
<tr>
<th>Start Time</th>
<th>End Time</th>
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<tbody>
<tr>
<td>800 AM</td>
<td>500 PM</td>
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<table>
<thead>
<tr>
<th>Event Route (attach map)</th>
<th>Detour Route (attach map)</th>
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<tbody>
<tr>
<td>Road Colsure Directly in Front of the Grand Surf Club 8601</td>
<td>Joan Ave from the West and Bonita Ave from the East</td>
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## Law Enforcement Agency Responsible for Traffic Control

<table>
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<th>Name of Agency</th>
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<tbody>
<tr>
<td>Panama City Beach Police Department</td>
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## US Coast Guard Approval for Controlling Movable Bridge

<table>
<thead>
<tr>
<th>Not Applicable</th>
<th>Copy of USCG Approval Letter Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
</tr>
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</table>

## Foot Special Conditions

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event. The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

## Signatures of Authorization

<table>
<thead>
<tr>
<th>Event Coordinator</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>KENT MACE</td>
<td>2-4-16</td>
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<table>
<thead>
<tr>
<th>Law Enforcement Name/Title</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Police Chief</td>
<td>2-5-16</td>
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<table>
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<tr>
<th>Government Official Name/Title</th>
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<tbody>
<tr>
<td>CITY MANAGER</td>
<td>2-5-16</td>
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## FDOT Special Conditions


## FDOT Authorization

<table>
<thead>
<tr>
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<th>Signature</th>
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AGENDA ITEM # 5