PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

REGULAR MEETING DATE: April 14, 2016
MEETING TIME: 6:00 P.M.

I. INVOCATION: PASTOR JOHN WOODROW OF THE GULFVIEW UNITED METHODIST CHURCH
II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST
III. APPROVAL OF AGENDA
IV. APPROVAL OF MINUTES
V. CONSENT AGENDA
   1. "ARBOR DAY" PROCLAMATION. "A Proclamation designating April 29, 2016 as "Arbor Day" in Panama City Beach."
   2. RESOLUTION 16-65, THUNDER BEACH PIER PARK ROAD CLOSURES. Thunder Beach has been scheduled for April 27th to May 1st, and the Resolution is entitled "A Resolution of the City of Panama City Beach authorizing temporary road closure on portions of Pier Park Drive and L. C. Hilton Drive on Friday, April 29, 2016 and Saturday, April 30, 2016, for the "Thunder Beach Bike Show" Event."
   3. RESOLUTION 16-66, 2016 GULF COAST TRIATHLON ROAD USAGE. The 34th annual Gulf Coast Triathlon has been scheduled for Saturday, May 7, 2016, and the Resolution is entitled "A Resolution authorizing temporary usage of portions of South Thomas Drive, Surf Drive, Front Beach Road and SR 79 on Saturday, May 7, 2016 to permit the 34th annual Gulf Coast Triathlon."
   4. RESOLUTION 16-67, ANNUAL SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE. The annual Shaddai Shrine Temple Spring Ceremonial Parade has been scheduled for Saturday, May 21, 2016, and the Resolution is entitled "A Resolution of the City of Panama City Beach approving "The Shaddai Shrine Temple Spring Ceremonial Parade" on portions of Front Beach Road on the morning of Saturday, May 21, 2016."
   5. RESOLUTION 16-69, 2016 UTILITY SYSTEM RATE AND IMPACT FEE ANALYSIS STUDY. Staff requested a proposal from its utility rate consultant, Public Resources Management Group, Inc. (PRMG), to provide a financial analysis to verify the City's future water and sewer rates and impact fees are sufficient to cover planned operating and capital expenditures. An analysis was last performed prior to the 2011 utility bond issuance. Rate recommendations are typically based on a 5 year forecast and rate recommendations for the next 5 years need to be developed. A copy of the proposal from PRMG is attached for your reference. STAFF has reviewed the proposal and RECOMMENDS APPROVAL of the task for the amount of $34,500. The water and sewer utility has sufficient budgeted funds available to complete the work this year in time to prepare the recommended budget for FY 2016-2017. "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 Public Resources Management Group, Inc., relating to the performance of a
financial analysis of the City's water and wastewater rates and impact fees, in the basic amount of Thirty Four Thousand Five Hundred Dollars ($34,500), in substantially the form attached and presented to the Council today, draft dated April 6, 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.

RESOLUTION 16-72, SUPPORT FOR SHELL ISLAND. "A Resolution of the City Council of Panama City Beach, Florida, in support of maintaining the historical recreational use of Shell Island".

VI
REGULAR AGENDA ITEMS - DISCUSSION/ACTION (Continued)

<table>
<thead>
<tr>
<th>NO.</th>
<th>OFFICIAL</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
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<td>1</td>
<td>GFO</td>
<td>BOYS &amp; GIRLS CLUB CIVIC ACHIEVEMENT AWARD.</td>
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<tr>
<td>2</td>
<td>GFO</td>
<td>“NATIONAL LIBRARY WEEK” AND “NATIONAL LIBRARY WORKERS DAY” PROCLAMATIONS AND PRESENTATION.</td>
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<tr>
<td>3</td>
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<td>“CHILD HUNGER AWARENESS MONTH” PROCLAMATION AND PRESENTATION.</td>
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<tr>
<td>4</td>
<td>MG</td>
<td>AIRPORT AUTHORITY BOARD MEMBER.</td>
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<tr>
<td>5</td>
<td>DF</td>
<td>PERMANENT PART-TIME RECEPTIONIST JOB DESCRIPTION-DISCUSSION AND APPROVAL.</td>
</tr>
<tr>
<td>6</td>
<td>KJ</td>
<td>ORDINANCE 1368, AMENDED AND RESTATE FLOOD MANAGEMENT ORDINANCE, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
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<td>ML</td>
<td>ORDINANCE 1383, AMENDING AND REDOPTING CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, 1ST READING.</td>
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<td>8</td>
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<td>RESOLUTION 16-64, ADDITIONAL CTEP GRANT AND BUDGET AMENDMENT #21, PUBLIC HEARING.</td>
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<td>HJW</td>
<td>RESOLUTION 16-68, UTILITY REVENUE REFINISHING BONDS, SERIES 2016.</td>
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<td>MG</td>
<td>RESOLUTION 16-70, FRONT BEACH ROAD SEGMENT 1 ROADWAY TRANSFER AGREEMENT.</td>
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<td>MG</td>
<td>RESOLUTION 16-71, PANHANDLE ENGINEERING, INC. MSA TASK ORDER #2016-03, GAYLE’S TRAILS EAST MULTI-USE EXTENSION.</td>
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* Action on this item is taken by both the City Council and the City of Panama City Beach Community Redevelopment Agency, jointly and concurrently.

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 4/6/16

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: 4/11/16, noon.

<table>
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<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
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<tbody>
<tr>
<td>News Herald</td>
<td>John Henderson</td>
</tr>
<tr>
<td>Bullet</td>
<td>Editor</td>
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<tr>
<td>Channel 4</td>
<td>Ryan Rodig</td>
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<tr>
<td>Channel 7</td>
<td>Rex Ogburn</td>
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<td>Ken McVay</td>
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<td>Kay C. McWilliams</td>
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<td>Cil Schnitker</td>
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<td>WKGC</td>
<td>Emily Balazs</td>
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<td>A. D. Whitehurst</td>
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<tr>
<td>Magic Broadcasting</td>
<td>Chris Allen</td>
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<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
</tr>
<tr>
<td>Panama City Radio</td>
<td>Brandon Andrews</td>
</tr>
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NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY’S WEBSITE WWW.PCBGOV.COM UNDER “AGENDA INFORMATION”. THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)
CONSENT AGENDA
ITEM #1,
PROCLAMATION
WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, now called ARBOR DAY, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, ARBOR DAY is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewal source and give us paper, wood for our homes, fuel for our fires, and countless other products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of our business areas, and beautify our community; and

WHEREAS, our Conservation Park is a shining example of trees being planted to return the area to woodlands as they had been over a hundred years ago, for the community to enjoy.

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as the Mayor of the City of Panama City Beach, do hereby proudly proclaim April 29, 2016 as

“ARBOR DAY”

in the City of Panama City Beach, and urge our residents and visitors to celebrate Arbor Day and to support the efforts to protect our trees and woodlands. I further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City to be affixed this Fourteenth of April, in the Year of Our Lord Two Thousand Sixteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

CONSENT AGENDA ITEM # 1
CONSENT AGENDA

ITEM #2,

RESOLUTION 16-65
RESOLUTION NO. 16-65

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH
AUTHORIZING TEMPORARY ROAD CLOSURE ON PORTIONS
OF PIER PARK DRIVE AND L.C. HILTON DRIVE ON FRIDAY,
APRIL 29, 2016, AND SATURDAY, APRIL 30, 2016, FOR THE
"THUNDER BEACH BIKE SHOW" EVENT.

WHEREAS, the "Thunder Beach Bike Show" (the "Event") is being held on
Friday, April 29, 2016, and Saturday, April 30, 2016 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 Friday, April 29, 2016 and on Saturday, April 30, 2016,
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 ____________________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
     Gayle F. Oberst, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk

CONSENT
AGENDA ITEM # 2
Resolution 16-65
Closure Locations

April 29th and April 30th, 2016
8:00 a.m. — 6:00 p.m.
Jo Smith

From: Michael.Kerrigan@simon.com
Sent: Friday, March 25, 2016 9:18 AM
To: Jo Smith
Subject: Pier Park Road Closure Request
Attachments: Thunder Beach Bike Show Road Closure.pdf

Jo,

Happy Good Friday.

I am writing to submit a road closure request. The attached map details the location of the closure.

As we have done for the past few Thunder Beach rallies, we will be the venue for their "Best of" motorcycle shows. The dates are April 29th and 30th from 8 a.m. - 6 p.m.

Our security team will have the placement of road closure barricades to support these two small events.

If there is any more information that you need from me, please do not hesitate to call.

Happy Easter to you and your family.

Michael Kerrigan
Director of Marketing and Business Development
Pier Park

SIMON
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

The preceding email message (including any attachments) contains information that may be confidential, proprietary, privileged or constitute non-public information. If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is prohibited.
CONSENT AGENDA

ITEM #3,

RESOLUTION 16-66
RESOLUTION 16-66

A RESOLUTION AUTHORIZING TEMPORARY USAGE OF PORTIONS OF SOUTH THOMAS DRIVE, SURF DRIVE, FRONT BEACH ROAD, AND SR 79 ON SATURDAY, MAY 7, 2016, TO PERMIT THE 34TH ANNUAL GULF COAST TRIATHLON.

WHEREAS, the 34th Annual Gulf Coast Triathlon has been scheduled for Saturday, May 7, 2016 in Panama City Beach; and

WHEREAS, the occasion necessitates careful traffic control and extraordinary usage of certain sections of Front Beach Road (U.S. Highway 98A) and SR 79 within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that:

1. During the hours of 6:00 A.M. and 4:00 P.M., on May 7, 2016, all traffic on portions of the eastbound lane of South Thomas Drive and the southbound lane of Joan Avenue between Thomas Drive and Surf Drive be controlled in accordance with the maps which accompany this Resolution; and
2. During the hours of 5:00 A.M. and 4:00 P.M., on May 7, 2016, all traffic on portions of South Thomas Drive between Front Beach Road and Thomas Drive be controlled in accordance with the maps which accompany this Resolution.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 14th day of April, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________ Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

CONSENT AGENDA ITEM # 2

Resolution 16-66
34th Annual

Gulf Coast Triathlon
Panama City Beach, Florida

MAY 7, 2016

EDGECWATER
BEACH & GOLF RESORT
BY RESORT COLLECTION®
Aid Stations are numerous with the friendliest volunteers offering you encouragement and assistance. Stations will have water, Gatorade, fruit, Clif Gel, and cola.

Communication between aid stations and the base station located at the finish line medical station is available to all triathletes experiencing medical or other problems.

Run Details

The 13.1-mile out and back run course starts and finishes at the Edgewater Beach & Golf Resort. The run will begin at the transition area immediately after the bicycle segment of the race.

There will be mile markers and aid stations approximately every mile. Traffic cones separate the runners from the traffic where necessary. The traffic cones will not block the flow of traffic. Numerous signs are posted to inform the local traffic of the race in progress and GCT volunteers will be used to keep runners on course.

The run course is described below.

1. Start at Edgewater Beach & Golf Resort, 11212 Front Beach Rd, Panama City Beach, FL 32407
2. Head north toward Front Beach Rd 82 ft
3. Turn right onto Front Beach Rd 0.2 mi
4. Slight right to stay on Front Beach Rd 1.0 mi
5. Turn right onto S Thomas Dr. 0.8 mi
6. Turn right to stay on S Thomas Dr. 0.5 mi
7. Turn right onto Joan Ave 0.1 mi
8. Turn left onto Surf Dr. 0.7 mi
9. Turn left onto Utes St 0.1 mi
10. Utes St turns slightly right and becomes Sunset Ave 0.1 mi
11. Slight left onto S Lagoon Dr. 1.6 mi
12. Turn right onto Mystic St 276 ft
13. Turn left onto Hilltop Ave 0.3 mi
14. Turn left onto Treasure Cir 0.6 mi

http://www.gulfcoasttriathlon.com/course.php
15. Turn right onto Beach Dr. 0.3 mi
16. Turn Around at 5226 Beach Dr. and follow reciprocal path back to Edgewater Beach Resort.

Run Map

click map to enlarge

The run course will have mile markers and aid stations approximately every mile staffed with friendly volunteers offering you encouragement and assistance. Stations will have water, Gatorade, fruit, Clif Blocks, and cola. Communication between aid stations and the base station located at the finish line medical station is available to all triathletes experiencing medical or other problems.
Numerous signs are posted to inform the local traffic of the race in progress and GCT volunteers will direct athletes to keep you on course. When entering or exiting the bike transition, you will be instructed to walk. Always keep your chinstrap fastened. An unfastened chinstrap is cause for immediate disqualification.

Sag wagons will be on the course to transport triathletes back to the transition area who have experienced mechanical or other problems. **Drafting will not be tolerated.** There will be 7 USA Triathlon officials. Head official is Ben Hughes. Motorcycles with trained draft marshal deputies will be controlling the bike course.

**Bike Turn-by-turn**

Start at Edgewater Beach & Golf Resort, 11212 Front Beach Rd

1. Turn left onto Front Beach Rd
2. Continue on Front Beach Rd to HWY 79
3. Head north on HWY 79 to Pine Log Rd
4. Head west on Pine Log Rd about 5.2 miles and turn around at dirt road
5. Continue east on Pine Log Rd to HWY 79 and turn right
6. Head south on HWY 79 to Steel Field Rd
7. Turn right on Steel Field Rd and turn around about 5 miles
8. Head west on Steel Field Rd to HWY 70 and turn right
9. Head south on HWY 79 to Front Beach Rd and turn left.
10. Head east on front Beach Rd and finish at Edgewater Beach resort.

**AID STATIONS**

The bike course has aid stations approximately every 8-12 miles staffed with friendly volunteers offering encouragement and replenishments. Stations will have water, Gatorade Endurance Formula, Clif Bars, Clif Bloks and fruit.

**Bike Map**

http://www.gulfcoasttriathlon.com/course.php
CONSENT AGENDA
ITEM #4,
RESOLUTION 16-67
RESOLUTION 16-67

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH APPROVING "THE SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE" ON PORTIONS OF FRONT BEACH ROAD ON THE MORNING OF SATURDAY, MAY 21, 2016.

WHEREAS, the Shaddai Shrine Temple Spring Ceremonial Parade (the "Event") is scheduled to be held on Saturday, May 21, 2016 in Panama City Beach; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 9:30 A.M. and 12:30 P.M., on Saturday, May 21, 2016, all vehicular traffic on Front Beach Road (US Hwy 98A) from Richard Jackson Boulevard west to the Middle Beach-Front Beach Road intersection, shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 14th day of April, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mayor Gayle F. Oberst

ATTEST:

______________________________
Diane Fowler, City Clerk
May 19th Block Party 8:30 PM Pool Deck at Days Inn with Brian Anderson
Entertainment

May 20th DSMC Competition 6:30 AM (set up) Frank Brown Park
May 20th Breakfast 7:00 to 9:00 Days Inn Pool Deck
May 20th DSMC Competition 8:00 AM Frank Brown Park
May 20th Ladies Luncheon (Social Hour) 11:00 AM Harpoon Harry’s
May 20th Ladies Luncheon (Lunch) 11:30 AM Harpoon Harry’s
May 20th Dixie Shrine Association Meeting 1:00 PM Location either The Senior
Center or Frank Brown Center (Transportation will be needed for either location) We
would like to ask any Temple that can bring their bus or van to please help us provide the
necessary transportation.

May 20th Dixie Shrine Hospitality 3:00 to 5:00 PM Cahaba Hospitality Room Days Inn

May 21st Breakfast 7:00 to 9:00 Days Inn Pool Deck

Dixie Shrine Parade Line up at 10:00 Steps Off 11:00 Front Beach Road
Meet and Greet Incoming 2016/2017 President “Mike Odom” 12:30 to 4:00 Days Inn
Pool Deck

There will be more information available as DSMC, Clowns, Hillbillies and Legion of
Honor becomes available. All Information will also be available at our Web Page which
is located at www.dixieshrineassociation.com and also on facebook at
dixieshrineassociation.
Feel free to contact me “Dixie President 2016 Sam Butler” at sam35976@yahoo.com or
by phone at 256 298 2244 if there is any question.

Temples located at Days Inn: Abba 21 rooms, Alcazar 61 rooms, Cahaba 30 rooms,
Hamasa 24 rooms, Hasan 40 rooms, Wahabi 7 rooms all with Hospitality rooms. (2 Night
Minimum including Friday Night)

Temples at Chateau: 50 rooms Reserved Zamora, Zamora Motor Corp, Yaarab, Joppa,
Hadjji, Al Chymia (2 Night Minimum including Friday Night)

Casa Loma: Anyone wishing to stay and anyone only taking a room for one night.
Dixie Shrine Association
2016 Convention in Panama City Florida

The 3rd Weekend in May (May 19th, 20th and 21st) With a social put on by the Merchants on Wednesday Night around the pool at the Days Inn. As we all know the Paradise Palms Hotel has been removed to make room for the new Holiday Inn Express therefore The host Hotel will be the Days Inn located 12818 Front Beach Road, Front Beach Road & Clara Ave, Panama City Beach, FL 32407. We have also added the Chateau which is within walking distance and the Casa Loma. Room rates will be $69.00 per night Sunday through Wednesday and $129.00 per night Thursday Friday and Saturday nights. There is a 2 day minimum on night one being Friday for rooms at the Days Inn and Chateau with single nights at the Casa Loma. The reservations are made on a first come first served. Temples with Hospitality Rooms have the same rates as above. We will have Breakfast around the Pool Thursday, Friday and Saturday mornings compliments of the Days Inn.

Registration will be $95.00 Per Representative which includes Their Registration, the President's Banquet and the Ladies Luncheon. All others are $20.00 Per person. We will have the bulk registrations ready on Wednesday to be carried to your Hospitality rooms and Registration will be at the Days Inn Thursday, and Friday daily from 11:00 to 4:00.

Schedule of Events:
Wednesday May 18th at 3:30 pm. The Ceremonial will be at Shaddai Temple 1101 West 19th St. Panama City Fl (Transportation Needed)
May 18th starting at 6:00 PM Welcome Dixie Party, put on by the Panama City Tourist Development Council located around the Pool at the Days Inn. This has become one of the highlights of Dixie each year.

May 19th 7:00 to 9:00 AM Breakfast around the pool
May 19th 11:00 AM Golf Tournament Located at the Holiday Golf Course Joe McAdams Charman 850 596 2030 jojomc41@yahoo.com
May 19th from 11:00 AM to 4:00PM Registration Days Inn
May 19th 6:00 President's Banquet Social Hour (cash Bar), Banquet 6:30 (Casual Dress) location Harpoon Harry’s between Days Inn and Chateau.
CONSENT AGENDA
ITEM #5,
RESOLUTION 16-69
RESOLUTION 16-69

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 Public Resources Management Group, Inc., relating to the performance of a financial analysis of the City's water and wastewater rates and impact fees, in the basic amount of Thirty Four Thousand Five Hundred Dollars ($34,500), in substantially the form attached and presented to the Council today, draft dated April 6, 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
Memorandum

To: Mario Gisbert
CC: Holly White
From: Al Shortt
Date: April 8, 2016
Subject: Water and Wastewater Rate & Impact Fee Study

Staff requested a proposal from its utility rate consultant, Public Resources Management Group, Inc. (PRMG), to provide a financial analysis to verify the City's future water and sewer rates and impact fees are sufficient to cover planned operating and capital expenditures. An analysis was last performed prior to the 2011 utility bond issuance. Rate recommendations are typically based on a 5 year forecast and rate recommendations for the next 5 years need to be developed. A copy of the proposal from PRMG is attached for your reference. Staff has reviewed the proposal and recommends that the City Council approve the task for the amount of $34,500. The water and sewer utility has sufficient budgeted funds available to complete the work this year in time to prepare the recommended budget for FY 2016-2017.
April 6, 2016

Mr. Albert Short, P.E.
City Engineer / Utilities Director
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413

Subject: Water and Wastewater Rate and Impact Fee Study

Dear Mr. Short:

As you have requested, Public Resources Management Group, Inc. (PRMG) is pleased to submit this Agreement to provide utility consulting services to the City of Panama City Beach, Florida (the "City" or "Client") associated with a rate and impact fee review for the City's water and wastewater systems.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry Thomas will be the project manager and primary contact with the City. Other analysts and administrative personnel employed by PRMG will be utilized during the course of the engagement as needed. On the next page is a summary of the direct labor hourly billing rates for this engagement by personnel title and indirect cost rates for miscellaneous expense.

SCOPE OF SERVICES

The scope of services to be performed by PRMG over the course of this project is included as Exhibit A. The anticipated completion date of the study is July 15, 2016 or ninety (90) days after notice to proceed.

(Remainder of page intentionally left blank)
**DIRECT LABOR HOURLY RATES**

<table>
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<tr>
<th>Project Team Title</th>
<th>Direct Labor Hourly Rates [*]</th>
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<td>Administrative</td>
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[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

**STANDARD COST RATES**

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<th>Expense Description</th>
<th>Standard Rates [*]</th>
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<td>Meals</td>
<td>Not-to-Exceed per PRMG Employee:</td>
</tr>
<tr>
<td></td>
<td>$8.00 – Breakfast</td>
</tr>
<tr>
<td></td>
<td>$12.00 – Lunch</td>
</tr>
<tr>
<td></td>
<td>$25.00 – Dinner</td>
</tr>
<tr>
<td>Subconsultant Services</td>
<td>Actual Cost plus 5.0%</td>
</tr>
<tr>
<td>Other Costs for Services Rendered</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above.
COMPENSATION AND BILLING

Based on the Scope of Services as summarized in Exhibit A and the direct hourly labor billing rates as identified herein, we propose to establish a not-to-exceed contract budget to provide the Water and Wastewater Rate and Impact Fee Study to the City of $34,500.00. This budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any indirect costs such as telephone, reproduction, printing and shipping charges. The costs incurred by PRMG for such indirect costs, if any, will be billed to the City at the actual cost incurred by PRMG. Lastly, no additional services above the cost estimate will be performed without the prior written authorization of the City. The project labor cost will be billed monthly based upon the actual hours of service furnished toward the completion of the project. Indirect expenses will be billed as they are incurred.

TERM OF AGREEMENT

The terms of this Agreement and the associated direct hourly labor billing rates for PRMG personnel shall be in effect and continue through December 31, 2015, or some other contract period as mutually agreed to between the City and PRMG.

ADDITIONAL TERMS AND CONDITIONS

Additional standard terms and conditions, that are made part of this Addendum by reference, are set forth in Exhibit B.

We have enclosed two (2) copies of the Agreement for providing utility rate consulting services for the City's approval and authorization. Upon execution of the Agreement, please return one (1) copy to PRMG; the other copy is the for the City's files. We appreciate the opportunity to continue our work with the City.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the germs and conditions above stated.

ATTEST:
Public Resources Management Group, Inc.
341 N. Maitland Ave., Suite 300
Maitland, FL 32751

By ____________________________
Name: Henry L. Thomas
Title: Vice President

ATTEST:
City of Panama City Beach
110 South Arnold Road
Panama City, FL 32413

By ____________________________
Name: ____________________________
Title: ____________________________
EXHIBIT A
CITY OF PANAMA CITY BEACH
WATER AND WASTEWATER RATE AND IMPACT FEE STUDY

SCOPE OF SERVICES

The scope of service to be performed by Public Resources Management Group, Inc. is related to the preparation of a water and wastewater rate and impact fee study. The rate study will include updating the City's financial forecast in order to project Water and Wastewater System financial operations over the five-year period beginning with the fiscal year ending September 30, 2017. The activities associated with the Water and Wastewater Rate and Impact Fee Study are summarized below by major task:

1. **Data Request and Data Gathering** – PRMG will prepare a written data request for the collection of financial, customer billing, operating, engineering, and planning data necessary to conduct the annual rate review. Information requested will include, but is not limited to, financial statements, existing rate schedules, operating budgets and capital work plans, existing debt service schedules, fixed asset records and customer billing data. The initial data request will be as comprehensive as possible; however, based on review the City's initial response it is contemplated that follow up data requests will be required during the course of the review. Once the City has responded to the initial data request, the data provided will be reviewed and incorporated into the City's utility rate and financial planning model.

2. **Customer and Sales Forecast** – PRMG will prepare a forecast of customer and usage requirements based on detailed customer account information provided by the City. This task will include review of the most recent historical customer and usage statistics by rate classification and development of a forecast of customers and sales based on the best available information about future growth. This task also includes preparing a detailed profile of billing determinants to be included in the financial forecast. The task will involve the development of bill frequency reports based on detailed billing records. The first step of this task will be to work with City staff to specify the billing data to be provided. Once the customer billing data is provided it will be summarized and assembled for use in the financial forecast model and rate sufficiency review.

3. **Review of Capital Improvements Program** – This task will involve the development of a capital finance plan to identify the funding sources for the City's Water and Wastewater System Five Year Capital Improvements Program (CIP). In addition to reviewing the City's current CIP, this activity will also include identification of available funding sources and fund balances and development of an updated capital funding strategy based on project timing and proposed funding sources.
4. **Development of Projected Revenue Requirements** – PRMG will prepare a five-year financial forecast and revenue requirements analysis based on the City’s proposed FY 2016 and Operating Budget and Capital Improvement Program. This task will include analysis of operations and maintenance expenses, capital expenditures and funding criteria, and other non-operating costs such as debt service, renewal and replacement funding requirements and general fund transfers. This task will also include the development of a forecast of revenues and income including utility rate revenues, other operating revenues from miscellaneous service charges and other income such as interest income on fund balances. The forecast of utility rate revenue will be based on applying the currently adopted rates to the customer and sales forecast and detailed profile of water and wastewater billing determinants developed in Task 2. The final step in this task will be to compare the projected revenues from existing rates with the projected revenue requirements in order to estimate the adequacy of current and future rate levels. Based on this summary of the adequacy of rates, PRMG will recommend any overall Water and Wastewater System rate adjustments and, if appropriate, develop a revised cost recovery strategy in conjunction with the City staff.

5. **Design Proposed Water and Wastewater Rates** – PRMG will design proposed monthly rates for Water and Wastewater Service including monthly base charges and metered usage charges based on the costs of providing service identified in Task 4. This task will include a comparison of existing and proposed rates with the rates of neighboring utilities.

6. **Design of Water And Wastewater Impact Fees** – PRMG will developed proposed Water and Wastewater Impact Fees based on the capital cost of providing capacity to serve new development. These capital costs will include both the cost of existing treatment and backbone transmission assets that have capacity available to serve new development and the expansion-related projects included in the City’s Capital Improvement Plan. These fees will be based on our understanding of the requirements of the Florida Impact Fee Act and Florida case law as it relates to the establishment of valid Impact fees.

7. **Development of Miscellaneous Service Charges and Fees** – PRMG will review the City’s miscellaneous water and wastewater charges for various ancillary services including meter installation and connection fees, customer deposits, meter testing fees, etc. The proposed fees will be developed based on the cost of providing the miscellaneous services.

8. **Present Rate Review Results** – PRMG will attend a meeting to present the results of the Water and Wastewater Rate and Impact Fee Study to the City Council. Meetings will be held with the City staff throughout the course of the engagement including an initial project meeting, and a subsequent meeting to review preliminary study results. This task will also include preparation of a briefing document and letter report to summarize the study results.

(Remainder of page intentionally left blank)
LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request
- Five Year Financial Forecast
- Proposed Water and Wastewater Rates
- Proposed Water and Wastewater Impact Fees
- Proposed Miscellaneous Service Charges
- Rate Comparison with Other Jurisdictions
- Briefing Document to Summarize the Rate Review
- Letter Report Summarizing Annual Update

ADDITIONAL SERVICES

During the course of the study, the Client may request additional services from PRMG. Such services may include: 1) assisting in the gathering of detailed billing information; 2) developing additional rate designs or significantly updating the financial analysis with revised assumptions after the City's review and subsequent to completion of the draft letter report; 3) preparing documentation associated with future debt issuance; and 4) project delays that require updated analyses that are not the fault of PRMG. The Client will be billed for such additional services based on the direct labor rates as set forth herein and any direct out of pocket expenses associated with such additional work.
I. SCOPE

Public Resources Management Group, Inc. (PRMG) agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter after the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by PRMG.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. PRMG does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If PRMG's performance of services hereunder requires PRMG to rely on information provided by other parties (excluding PRMG's subcontractors), PRMG shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall PRMG be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold PRMG harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

VI. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:
   - Each Occurrence $1,000,000
   - Damage to Rented Premises (Each Occurrence) $300,000
   - Medical Expense (Any one person) $5,000
   - Personal and Advertising Injury $1,000,000
   - General Aggregate $2,000,000
   - Products - Completed/Operation General Aggregate $2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.

3. Professional liability insurance at a limit of liability of not less than $2,000,000 aggregate.

VII. SUBCONTRACTS

Unless specifically specified in the Agreement, PRMG shall be entitled, to the extent determined to be appropriate by PRMG, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This
agreement may not be assigned by Client or PRMG without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void as if it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

PRMG shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of PRMG. PRMG will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by PRMG hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on PRMG's performance of its services hereunder.

XIV. WORK PRODUCT

PRMG and Client recognize that PRMG's Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify PRMG against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. PRMG may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. PRMG may suspend Work on the project in the event Client does not pay invoices when due. PRMG shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by PRMG: a) for cause, if Client breaches this Agreement through no fault of PRMG and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after PRMG has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or PRMG in the aggregate for more than ninety (90) days.

In the event of termination, PRMG shall perform such additional Work as is necessary for the orderly filing
of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the PRMG Project Manager and to the person signing the Agreement on behalf of the Client, and shall be effective upon delivery to the address stated in the Agreement.

XIX. PUBLIC RECORDS

Pursuant to applicable Florida law, PRMG's records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. PRMG shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).
CONSENT AGENDA

ITEM #6,

RESOLUTION 16-72
RESOLUTION 16-72

A RESOLUTION OF THE CITY COUNCIL OF PANAMA CITY BEACH, FLORIDA, IN SUPPORT OF MAINTAINING THE HISTORICAL RECREATIONAL USE OF SHELL ISLAND.

WHEREAS, the City Council recognizes that city residents and visitors have historically enjoyed recreational access to Shell Island; and

WHEREAS, Shell Island is a unique natural feature of our area which enhances the quality of life for area citizens; and

WHEREAS, water-based activities on St. Andrew Bay and around Shell Island provide an important source of jobs for City residents, and are a draw and unique amenity for visitors and residents in our City; and

WHEREAS, the City appreciates and endorses the need to protect Shell Island's natural resources and encourages the State of Florida to continue to provide recreation and conservation together at the island.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, THAT:

1. The City hereby expresses its support for the continued historical recreational use of Shell Island.
2. That the clerk forward a copy of this resolution to Governor Rick Scott in Tallahassee, Department of Environmental Protection Secretary Jon Steverson, and the Park Manager for St. Andrews State Park.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this ___ day of _______________, 201__.

CITY OF PANAMA CITY BEACH

By: ________________
    Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
REGULAR AGENDA

ITEM #1,

BOYS & GIRLS CLUB
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Kacie Brighton

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

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

Presented this 14th of April, 2016

MAYOR GAYLE F. OBERST
REGULAR AGENDA
ITEM #2,

PROCLAMATIONS
~Proclamation~

A PROCLAMATION PAYING TRIBUTE TO THE LIBRARY BY DESIGNATING APRIL 10-16, 2016 AS "NATIONAL LIBRARY WEEK"

WHEREAS, libraries are the heart of their community and help lives change in their campuses, schools and our community; and

WHEREAS, libraries create potential and possibilities within their communities; and

WHEREAS, libraries level the playing field for all who seek information and access to the current technologies; and

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of the community; and

WHEREAS, libraries and librarians open up the world of possibilities through innovative STEAM programming, job-seeking resources, and the power of reading; and

WHEREAS, librarians are trained tech-savvy professionals, who provide technology training and access to downloadable content like e-books; and

WHEREAS, libraries, librarians, library workers, volunteers, and supporters across America are celebrating National Library Week with the Campaign for America Libraries and its 2016 theme "Libraries Transform";

NOW, THEREFORE, I, Gayle F. Oberst, as Mayor of the City of Panama City Beach do hereby proudly proclaim the week of April 10th through 16th, 2016 as "NATIONAL LIBRARY WEEK"

and encourage all citizens to thank their librarians and volunteers for making information available and urge everyone to visit the library this week to take advantage of their wonderful resources available at your library.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Great Seal of the City of Panama City Beach to be affixed this Fourteenth of April, in the Year of Our Lord Two Thousand Sixteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

AGENDA ITEM # 2
~Proclamation~

A PROCLAMATION HONORING
THE LIBRARY WORKERS AND VOLUNTEERS BY
PROCLAIMING TUESDAY, APRIL 12, 2016
AS
“NATIONAL LIBRARY WORKERS DAY”

WHEREAS, there are thousands of public, academic, school, governmental, and
specialized libraries in America who provide excellent and invaluable
service to library users; and

WHEREAS, librarians and library support staff bring the nation a world of
knowledge in person and online, as well as personal service and expert
assistance in finding what is needed when it is needed; and

WHEREAS, libraries provide millions of people with the knowledge and
information they need to learn, live, and work in the 21st century; and

WHEREAS, it is important to recognize the unique contributions of all library
workers and the value to individuals and society of those
contributions; and

WHEREAS, the libraries provide books and online resources for the young and
old, with our library having many special reading programs for the
younger Generation, giving them the ability to learn to love books and reading;
and

WHEREAS, libraries, library workers and volunteers, and library supporters are
celebrating Tuesday as National Library Workers Day during the
2016 National Library Week;

NOW, THEREFORE, BE IT RESOLVED that I, Gayle F. Oberst, as Mayor of the City of
Panama City Beach do hereby proudly proclaim April 12, 2016 as

“NATIONAL LIBRARY WORKERS DAY”

in the City of Panama City Beach, and encourage all citizens to thank
their library workers and volunteers for their exceptional
contributions.

IN WITNESS WHEREOF, I have hereunto set My
Hand and caused the Great Seal of the City of Panama
City Beach to be affixed this Fourteenth of April, in the
Year of Our Lord Two Thousand Sixteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

AGENDA ITEM # 2
REGULAR AGENDA

ITEM #3,

PROCLAMATION
~Proclamation~

A PROCLAMATION DESIGNATING MAY AS "CHILD HUNGER AWARENESS MONTH" IN PANAMA CITY BEACH

WHEREAS, Summer is not fun when you're hungry and unfortunately over 25% of our local kids live in a "food insecure household"; and

WHEREAS, these children will not have the benefit of school breakfasts, lunches and the backpack programs during the summer until school starts in August; and

WHEREAS, numerous organizations have taken the initiative and stepped up to raise awareness about our local child hunger and will raise funds for the summer nutrition initiative; and

WHEREAS, in this endeavor, Food4Kidz has a "Make-A-Way in May" fundraiser planned to feature a different area business daily which will donate a portion of their proceeds that day;

NOW, THEREFORE, I, GAYLE F. OBERST, by virtue of the authority vested in me as Mayor of the Great City of Panama City Beach, do hereby proclaim May, 2016 as

CHILD HUNGER AWARENESS MONTH

in Panama City Beach, and in so doing urge all citizens to think about the kids who will be hungry this summer.

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Official Seal of the City of Panama City Beach to be affixed on this Fourteenth Day of April, in the Year of our Lord Two Thousand Sixteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

AGENDA ITEM #3
REGULAR AGENDA

ITEM #4,

AIRPORT AUTHORITY BOARD MEMBER
MEMORANDUM

TO: CITY COUNCIL
FROM: MARIO GISBERT, CITY MANAGER
DATE: 04/08/2016
SUBJECT: AIRPORT AUTHORITY BOARD MEMBER

Mr. Till Bruett has served two terms as the City’s representative on the Airport Authority Board. He cannot serve again. His term will expire June 30th. The City’s other representative is Del Lee.

Attached is a draft application which will be placed on the City website to solicit applicants for the May 12th Council meeting, at the Council’s direction.
COMMITTEE VOLUNTEER
AIRPORT BOARD APPLICATION
PLEASE PRINT

NAME: ____________________________

HOME ADDRESS: ________________________________

MAILING ADDRESS: ________________________________

Home Phone: _______ Business Phone: _______ Cell: _______
How is it best to contact you during the day? ________________________________

E-mail Address: __________________ Fax Number: __________________

Are you a registered voter in Bay County? Yes____ No____
Do you currently hold an elected or appointed public office? Yes____ No____
If yes, which one(s)? ________________________________

If you or any of your relatives employed or contracted by the City of Panama City Beach or the Panama City-Bay County Airport and Industrial District.
If yes, please explain: ________________________________

The Airport Authority (Panama City-Bay County Airport & Industrial District Board) meets the last Wednesday of each month at 9AM at the Board Room of the terminal Building at the Airport. This is a four year term.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve as the City's appointee on the Airport Authority Board in a voluntary capacity.

_____________________________________________  _____________________________
Signature of Applicant  Date

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

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108. Closing Date for applications is May 4, 2016, at Noon. Council will make their choices 5/12/16 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcbgov.com.
REGULAR AGENDA
ITEM #5,

PERMANENT PART-TIME RECEPTIONIST
JOB DESCRIPTION
MEMORANDUM

TO: CITY COUNCIL
CC: MARIO GISBERT, CITY MANAGER
FROM: DIANE FOWLER
DATE: 04/05/2016
SUBJECT: PERMANENT PART-TIME RECEPTIONIST

The City hired a temporary part-time receptionist on 2/11/2016. This position has proven invaluable and the City would now like to change this position to a permanent part-time receptionist position. There are funds budgeted for the position.

The staff recommends approval of the updated job description and position.
CITY OF PANAMA CITY BEACH
Job Description

JOB TITLE: Permanent Part-Time Receptionist

SALARY RANGE: $11.75 - $18.80/hr
PAY GRADE: 24
SHIFT: Days
DIVISION: Admin
LOCATION: City Hall Annex
DEPT: Admin
REPORTS TO: City Manager
FSLA STATUS: Non-Exempt
PREPARED BY: City Clerk
POSITION: Permanent Part-time
APPROVED BY: City Council
DATE:

SUMMARY:
This position is for responsible specialized clerical work in assisting the City Clerk and Executive Secretary/Deputy City Clerk. Work is performed under the primary supervision of the City Clerk and secondary supervision by the Executive Secretary/Deputy City Clerk. This position performs tasks which are directed by the City Clerk or the Executive Secretary/Deputy City Clerk. Serves as assistant to City Clerk and the Executive Secretary/Deputy City Clerk and elected public officials.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
In addition to the essential duties and responsibilities, other tasks may be assigned

Operates telephone switchboard; answers phone inquiries, screens calls, and provides general information to the general public.

Issues purchase orders to authorized personnel.

Greets scheduled visitors and conducts to appropriate area or person.

Makes copies of correspondence or other printed materials.

Preparing outgoing mail and correspondence, including e-mail and faxes.

Composes and types routine correspondence.

Organizes and maintains file system, and files correspondence and other records.

Enters data into a computer.

SUPERVISORY RESPONSIBILITIES:
None
COMPETANCIES
To perform the job successfully, an individual should demonstrate the following competencies:

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations;-listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; educate others on the value of diversity; promotes a harassment-free environment; Builds a diverse work force.

Ethics - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.
Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals. Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge,
skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and EXPERIENCE:
High school diploma or general education degree (GED) with business school training desirable. Some experience in clerical work involving typing with average ability. A comparable amount of training or experience may be substituted for the minimum qualifications.

LANGUAGE SKILLS:
Ability to understand and follow oral and/or written instructions; must be able to keep records and make reports.

MATHEMATICAL SKILLS:
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY:
Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

OTHER REQUIREMENTS:
Must have knowledge of standard office and clerical practices and procedures.

Must have knowledge and proficiency in the use of standard office machines. Must have knowledge of the legal documents utilized in municipal government and the procedures necessary to process them.

Must be able to establish and maintain a good working relationship with City officials, department heads, other City employees and the general public.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, talk or hear, use hands to finger, handle or feel, stoop, kneel, crouch or crawl, and reach with hands and arms.

The employee must frequently lift and move up to 10 pounds. Specific vision abilities required by this job is ability to adjust focus.
WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is not subjected to any special or extraordinary environmental conditions, other than those normally found in an office environment. The noise level in the work environment is usually moderate.

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I am able to perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

Signature ___________________________ Date ________________
REGULAR AGENDA
ITEM #6,
ORDINANCE 1368
ORDINANCE NO. 1368

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S LAND DEVELOPMENT CODE TO ADOPT AN AMENDED AND RESTATED FLOOD MANAGEMENT ORDINANCE; DESIGNATING A FLOODPLAIN ADMINISTRATOR AND HIS AUTHORITY; ESTABLISHING PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Panama City Beach which may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of Panama City Beach was accepted for participation in the National Flood Insurance Program on June 1, 1977 and the City Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the City has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the Florida Building Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Panama City Beach that the following floodplain management regulations, and the following local administrative amendments to the Florida Building Code, are hereby adopted.

SECTION 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. From and after the effective date of this ordinance, Section 3.02.00 of the Land Development Code of the City of Panama City Beach related to Floodplain Management,
is amended and adopted to read as set forth below:

3.02.00 FLOODPLAIN MANAGEMENT

3.02.01 GENERAL

A. These regulations shall be known as the Floodplain Management Ordinance of Panama City Beach, hereinafter referred to as "this ordinance."

B. Scope. The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code and listed in Section 3.02.04C; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

C. Intent. The purposes of this ordinance and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

D. Coordination with the Florida Building Code. This ordinance is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building
E. Warning. The degree of flood protection required by this ordinance and the Florida Building Code, as amended by this city, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

F. Disclaimer of Liability. This ordinance shall not create liability on the part of the City Council of Panama City Beach or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

3.02.02 APPLICABILITY

A. General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

B. Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within Panama City Beach as established in Section 3.02.02(C) of this ordinance.

C. Basis for establishing flood hazard areas. The Flood Insurance Study for Bay County, Florida and Incorporated Areas dated June 2, 2009 and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City's Building Department, 116 S. Arnold Rd.

D. Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 3.02.05 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the Florida Building Code.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.
E. Other laws. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

F. Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

G. Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

3.02.03 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

A. Designation. The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 3.02.07 of this ordinance.

C. Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the city, shall:

1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
2. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries;
4. Provide available flood elevation and flood hazard information;
5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
6. Review applications to determine whether proposed development will be reasonably safe from flooding;
(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

D. Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

E. Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 3.02.07 of this ordinance.

F. Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

G. Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 3.02.06 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
H. Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

1. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 3.02.03(D) of this ordinance;

2. Require that applicants proposing alteration of a watercourse notify Bay County and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

3. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

4. Review required design certifications and documentation of elevations specified by this ordinance and the Florida Building Code, and this ordinance to determine that such certifications and documents are complete;

5. Notify the Federal Emergency Management Agency when the corporate boundaries of Panama City Beach are modified; and

6. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591), that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

I. Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City Hall in the office of the Building Inspector.

3.02.04 PERMITS

A. Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the Florida Building Code, which
is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

B. Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this ordinance:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

D. Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the city. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively
locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in Section 3.02.05 of this ordinance.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the Floodplain Administrator.

E. Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the Florida Building Codes, or any other ordinance of this city. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

G. Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this city.

H. Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The West Florida Water Management District; section 373.036, F.S.

(2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.

(3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.

(4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

(5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(6) Federal permits and approvals.
3.02.05 SITE PLANS AND CONSTRUCTION DOCUMENTS

A. Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 3.02.05(B)(2) or (3) of this ordinance.

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 3.02.05(B)(1) of this ordinance.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.

(8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

(9) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

B. Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

(a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

(b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

(4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 3.02.05(D) of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the city. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 105.4 of this ordinance.

(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an
application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

3.02.06 INSPECTIONS.

A. General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

C. Buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

D. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 3.02.05(B)(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

E. Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 3.02.06(D) of this ordinance.

F. Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

3.02.07 VARIANCES AND APPEALS
A. General. The Planning Board shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Planning Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

B. Appeals. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Planning Board in the administration and enforcement of this ordinance. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court, as provided by Florida Statutes.

C. Limitations on authority to grant variances. The Planning Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 3.02.07(G) of this ordinance, the conditions of issuance set forth in Section 3.02.07(H) of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Planning Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

D. Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 3.02.05(C) of this ordinance.

E. Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building’s continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building’s continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

F. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 3.02.07(D), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. Considerations for issuance of variances. In reviewing requests for variances, the Planning Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this ordinance, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
(2) The danger to life and property due to flooding or erosion damage;
(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
(4) The importance of the services provided by the proposed development to the city;
(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
(6) The compatibility of the proposed development with existing and anticipated development;
(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

H. Conditions for issuance of variances. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
(2) Determination by the Planning Board that:
   
   (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

   (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

   (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.
3.02.08 VIOLATIONS

A. Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure authorized by permit for which documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the Florida Building Code has not been submitted is presumed to be a violation until such time as that documentation is provided.

B. Authority. For development that is not within the scope of the Florida Building Code but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner’s agent, or to the person or persons performing the work.

C. Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

3.02.09 DEFINITIONS

A. Interpretation. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

1. Terms defined in the Florida Building Code. Where terms are not defined in this ordinance and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

2. Terms not defined. Where terms are not defined in this ordinance or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

B. DEFINITIONS

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator’s interpretation of any provision of this ordinance.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.
Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

Basement. The portion of a building having its floor subgrade (below ground level) on all sides.

Coastal construction control line. The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the city, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Design flood. The flood associated with the Flood Hazard Area, as defined herein.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the city's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before June 1, 1977.

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before June 1, 1977.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured
homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from:

(1) The overflow of inland or tidal waters.
(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area. The greater of the following two areas:

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
(2) The area designated as a flood hazard area on the city's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the city on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the city.

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the city, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:
- Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the city's floodplain management regulations.
- Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:
(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
(3) Available with special features enabling off-street or off-highway operation and use.
Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of one or more buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by the Property Appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after June 1, 1977.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after June 1, 1977.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle. A vehicle, including a park trailer, which is:

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of
flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

**Start of construction.** The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

**Substantial improvement.** Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(1) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**Variance.** A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

**Watercourse.** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

**3.02.10 FLOOD RESISTANT DEVELOPMENT**

A. Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 3.02.04(C) of this ordinance, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section
3.02.16 of this ordinance.

B. Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

(1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.

(2) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

(3) In coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

3.02.11 SUBDIVISIONS

A. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 3.02.05(B)(1) of this ordinance; and

(3) Compliance with the site improvement and utilities requirements of Section 3.02.12 of this ordinance.

3.02.12 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

A. Minimum requirements. All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

**B. Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

**C. Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

**D. Limitations on sites in regulatory floodways.** No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 3.02.05(A) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

**E. Limitations on placement of fill.** Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

**F. Limitations on sites in coastal high hazard areas (Zone V).** In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 3.02.05(C)(4) of this ordinance demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 3.02.16(H)(3) of this ordinance.

### 3.02.13 MANUFACTURED HOMES

**A. General.** All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

**B. Foundations.** All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
(1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this ordinance. Foundations for manufactured homes subject to Section 3.02.13(F) are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this ordinance.

C. Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

D. Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 3.02.13(E) or 3.02.13(F) of this ordinance, as applicable.

E. General elevation requirement. Unless subject to the requirements of Section 3.02.13(F) of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).

F. Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 3.02.13(E) of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or

(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

G. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

H. Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.
3.02.14 RECREATIONAL VEHICLES AND PARK TRAILERS

A. Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 3.02.14(A) of this ordinance for temporary placement shall meet the requirements of Section 3.02.13 of this ordinance for manufactured homes.

3.02.15 TANKS

A. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

B. Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 3.02.15(C) of this ordinance shall:

(1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(2) Not be permitted in coastal high hazard areas (Zone V).

C. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

D. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

3.02.16 OTHER DEVELOPMENT

A. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions
are not specified in this ordinance or the Florida Building Code, shall:

(1) Be located and constructed to minimize flood damage;
(2) Meet the limitations of Section 3.02.12(D) of this ordinance if located in a regulated floodway;
(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
(4) Be constructed of flood damage-resistant materials; and
(5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

B. Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 3.02.12(D) of this ordinance.

C. Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 3.02.12(D) of this ordinance.

D. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 3.02.12(D) of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 3.02.05(C)(3) of this ordinance.

E. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

(1) Structurally independent of the foundation system of the building or structure;
(2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
(3) Have a maximum slab thickness of not more than four (4) inches.

F. Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

(1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the
foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

(2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

(3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

G. Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

H. Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard areas:

(1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

(2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

(3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of
the diversion of floodwater or wave runup and wave reflection if the scale and location of
the dune work is consistent with local beach-dune morphology and the vertical clearance
is maintained between the top of the sand dune and the lowest horizontal structural
member of the building.

SECTION 3. APPLICABILITY. This ordinance shall apply to all applications for
development, including building permit applications and subdivision proposals, submitted on or
after [the effective date of this Ordinance].

SECTION 4. REPEALER. The adoption of this Floodplain Management Ordinance
shall specifically repeal and supercede the Floodplain Management Ordinance adopted by
Ordinance 1156 on June 25, 2009. Any and all other ordinances and regulations in conflict
herewith are hereby repealed to the extent of any conflict.

SECTION 5. INCLUSION INTO THE LAND DEVELOPMENT CODE. The
appropriate officers and agents of the City are authorized and directed to codify, include and
publish in electronic format the provisions of this Ordinance within the Panama City Beach Land
Development Code, and unless a contrary ordinance is adopted within ninety (90) days following
such publication, the codification of this Ordinance shall become the final and official record of
the matters herein ordained. Section numbers may be assigned and changed whenever necessary
or convenient.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause or phrase
of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such
decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than
the part so declared.

SECTION 7. 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 ____________, 20__.

__________________________________________

MAYOR

ATTEST:

__________________________________________

CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ________________, 20__.

__________________________________________

MAYOR

Published in the ________________ on the ___ day of ____________, 20__.

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REGULAR AGENDA

ITEM #7,

ORDINANCE 1383
ORDINANCE NO. 1383

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING AND READOPTING CHAPTER 8 OF THE CITY'S CODE OF ORDINANCES RELATING TO BUILDINGS AND BUILDING REGULATIONS; PROVIDING GENERAL REGULATIONS APPLICABLE TO ALL CONSTRUCTION; PROVIDING FOR INSPECTIONS, PLANS REVIEW AND THE POWERS OF THE INSPECTIONS DEPARTMENT; PROVIDING FOR AN EXAMINING BOARD, ITS MEMBERS, DUTIES AND POWERS TO ISSUE, REVOKE OR SUSPEND CERTIFICATES OF COMPETENCY; PROVIDING FOR THE ISSUANCE OF CERTIFICATES OF COMPETENCY TO CONTRACTORS, SETTING FORTH THE REQUIREMENTS FOR OBTAINING AND RENEWING SUCH CERTIFICATES; GENERALLY PROVIDING FOR THE ESTABLISHMENT OF FEES BY THE CITY COUNCIL; ADOPTING A BUILDING VALUATION TABLE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL FOR ESTABLISHING PERMIT FEES WHERE NECESSARY; ADOPTING THE FLORIDA BUILDING CODE AND CERTAIN LOCAL TECHNICAL AMENDMENTS RELATED TO FLOODPLAIN MANAGEMENT; ADOPTING THE NATIONAL ELECTRIC CODE, THE STANDARD PLUMBING CODE, THE STANDARD GAS CODE, THE STANDARD MECHANICAL CODE, THE AMERICAN FOREST AND PAPER ASSOCIATION WOOD FRAME CONSTRUCTION MANUAL; REPEALING THE STANDARD AMUSEMENT DEVICE CODE, THE STANDARD FOR EXISTING HIGH RISE BUILDINGS, THE STANDARD FOR PROSCENIUM CURTAINS, AND THE STANDARD UNSAFE BUILDING ABATEMENT CODE; PROVIDING DEFINITIONS AND REGULATIONS FOR COASTAL CONSTRUCTION; PROVIDING REQUIREMENTS FOR THE RELOCATION OF BUILDINGS; PROVIDING A FISCAL IMPACT STATEMENT; REPEALING THE CITY'S 800 MHZ ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Chapter 8 of the Code of Ordinances of the City of Panama City Beach, related to Buildings and Building Regulations is hereby repealed in its entirety.
SECTION 2. From and after the effective date of this ordinance Chapter 8 of the Code of Ordinances of the City of Panama City Beach, related to Buildings and Building Regulations is hereby established to read as follows:

Chapter 8 BUILDINGS AND BUILDING REGULATIONS*
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Sec. 8-2. Construction; materials; safety devices.
Sec. 8-3 Off-site construction staging area.
Sec. 8-4 Construction equipment; mufflers required
Sec. 8-5 Off-site discharge prohibited.
Sec. 8-6 Construction site management; site plan required; fencing.
Secs. 8-7-8-25 Reserved.

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Sec. 8-27. Personnel.
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Sec. 8-75.3 Certification examination—Specialty contractor.
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ARTICLE VIII—XVI. RESERVED.
ARTICLE I. IN GENERAL

Sec. 8-1. Liability of city, city personnel.
(a) This chapter shall not be construed as imposing upon the city any liability or responsibility for damages to any person injured by any defect in any work done by its citizens pursuant to the Florida Building Code, the National Electrical Code, the Florida Model Energy Efficiency Code for Building Construction, the Florida Plumbing Code, the Florida Gas Code, the Florida Mechanical Code, or any other similar technical code adopted by the city. Neither the city nor any official or employee thereof shall be held as assuming any such liability or responsibility by reason of any inspection authorized thereunder or by reason of any certificate of approval issued under the terms of this chapter.
(b) Any city officer or employee or member of any board created by this chapter, charged with enforcement of the provisions of this chapter, acting in the discharge of his duties shall not thereby render himself personally liable therefor and he is relieved from all personal liability from any damage that may accrue to person or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of this chapter shall be defended by the city until final determination of the proceedings.

Sec. 8-2. Construction; materials; safety devices.
It shall be unlawful to leave any material while building or repairing any house, or doing other work, in such a condition as to endanger persons or vehicles in passing along any street, alley or public way, and without keeping a suitable light on same at night at such points thereon as may be easily seen to warn the public of danger.

Sec. 8-3. Off-site construction staging area.
Any person who uses an area off-premises from the premises under construction as a staging area for that construction and who must cross a road, street or highway to get from the staging area to the premises under construction must obtain a permit allowing such activity from the chief building official of the City before such activity may commence. A permit fee of $50.00 must be paid by the person obtaining a permit hereunder.

Sec. 8-4. Construction equipment; mufflers required.
All motorized equipment used in connection with or in preparation for the erection, excavation, demolition, alteration or repair of any building, that in the course of its normal operation creates continuous noise for fifteen (15) minutes consecutively, or for thirty (30) minutes cumulatively within sixteen (16) hours shall be muffled to the maximum extent possible without unreasonably interfering with equipment mobility or utility.

Sec. 8-5. Off-site discharge prohibited.
It shall be unlawful for any person to permit the discharge of pump water off-site, where such discharge contains suspended solids measuring in size greater than 180 microns (80 U.S. sieve).

Sec. 8-6. Construction site management; site plan required; fencing.
(a) Site plan required. No development order or permit for site work or for the construction of horizontal improvements, vertical buildings or other structures shall be issued without the applicant having furnished in the application therefore a construction site plan (i) illustrating the provision and placement of each of the following elements on or proximate to the construction site and (ii) approved by the City Manager or his designee as complying with this section, meeting the goals and objectives of this section and demonstrating compliance with other applicable law:
(1) Construction trailer;
(2) Portable, enclosed, chemical toilet;
(3) Dumpster;
(4) Ingress and egress points;
(5) Site perimeter/property boundary;
(6) All fencing, including the specifications for the fencing required by this section;
(7) Adjacent rights-of-way and major intersections if within one hundred (100) feet of property line;
(8) Materials and equipment lay-down or staging area;
(9) Footprint of building and rebar yard;
(10) Employee parking area; and
(11) Delivery area.

The City Manager's decision may be appealed by the applicant directly to the City Council who shall determine the matter in a quasi-judicial hearing between the applicant and the City Manager who shall represent the public interests advanced by this section. Written notice of appeal specifying the reasons therefore and the relief sought must be delivered to the City Clerk within five (5) days after receipt of the City Manager's decision. The hearing shall be held as soon as practicable thereafter.

(b) Modification Permitted. The site plan required by this part may be modified following issuance of the building permit upon payment of a fee in such amount as may from time to time be established and amended by resolution of the City Council reasonably reflecting the cost to review and approve.

(c) Fencing of Active Construction Sites Along Scenic Corridors. In order to minimize the effects of construction on pedestrians and drivers along Scenic Corridors, as that term is defined in Section 1.07.02 of the City's Land Development Code, every holder of a development order or building permit for a project located on a parcel of land lying in whole or in part within any Scenic Corridor shall provide fencing or landscaping, or a combination of both, for the duration of ongoing, permitted construction meeting the composition and maintenance standards, and the performance standards, of this sub-section:

(1) Composition and Maintenance Standards:
(i) The fencing or landscaping required by this part shall be a minimum of six feet high. Fencing shall be of solid face construction affixed to the ground so as to prevent such fencing from becoming airborne, or alternatively constructed in a manner and of material which the City Manager or his designee determines to be at least as opaque, weather resistant and permanent as the foregoing. Landscaping shall be sufficiently mature and dense so as to be the functional equivalent of a six-foot high, solid face fence.
(ii) No fence or landscaping required by this section may be constructed or situated within the public right-of-way so as to obstruct the field of view or way of travel for drivers or pedestrians.
(iii) Fences must be repaired and at all times maintained intact around the entire perimeter of the site in a neat, orderly, clean and sound condition. Landscaping must be kept in a neat dense and healthy condition.

(2) Performance Standards:
(i) Certain construction matters. Trash receptacles, portable toilet facilities, and the staging or lay-down area for construction equipment and materials shall be fenced or placed, or both, on the construction site so as to be not visible by a pedestrian standing within the vehicular right-of-way of any Scenic Corridor.
(ii) Construction sites generally. The entire perimeter of all construction sites and support areas shall be fenced, or screened with landscaping, or a combination of both, so as to prevent spill-over of construction activity, including dust, dirt and debris, onto a public right of way or adjacent property, and to reasonably screen construction and construction activity from the view of a pedestrian standing within the vehicular right-of-way of any Scenic Corridor. Notwithstanding the foregoing, the areas which have been designated as points of access pursuant to Section 4.04.01 of the City's Land Development Code are exempt from this requirement.

(d) Fencing and Landscaping of Inactive Construction Sites along Scenic Corridors. Whenever the construction referred to in sub-section (c) above shall essentially stop for a period of forty-five (45) days or more regardless of minor or non-substantial work, the owner and if different the holder of an unexpired, related development order or building permit, severally, shall provide perimeter security fencing, landscaping and sand fencing as required by this sub-section until such construction shall resume in an ordinary and active manner.

(1) Where vertical improvement, material, equipment or any other thing exists on the site and is of sufficient size to permit a person to enter or hide within or behind any such improvement, equipment, material or other thing, then all such things shall be completely enclosed by a single chain link fence at least six (6) feet high with open links, metal posts no more than ten (10) feet apart with metal top rails.
connecting all posts which shall be placed the entire length of the site's perimeter. Every gate shall be securely locked at all times.

(2) A landscaping buffer area shall be required along any property line abutting a Scenic Corridor. The buffer is measured to the side property lines and extends twenty-five (25) feet from the property line abutting the Scenic Corridor. The landscaping buffer area shall contain one shrub per twenty-five (25) square feet of landscaping buffer area. Shrubbery shall be dispersed evenly across the width of the property. In all cases, the selection, planting, and maintenance of shrubbery shall be controlled by the design principles and standards set forth in Section 4.06.00 of the City's Land Development Code.

(3) In all cases, where sand is blown from the site onto any adjacent vehicular or pedestrian right of way, a silt or sand fence no less than twenty-four (24) inches high shall be installed as needed to prevent such blown sand in the future. For purposes of this section, a silt or sand fence shall be defined as a temporary sediment barrier made of woven, synthetic filtration fabric supported by steel or wood posts.

(4) All such fences and landscaping must be repaired and at all times maintained intact and in a neat, orderly, clean and sound condition.

(e) Violation. It shall be unlawful for any owner of a construction site or any person, firm or corporation holding a current or expired development order or building permit, or serving as a general contractor in connection therewith, or any controlling officer, agent or employee thereof, to either:

(1) Place or permit the placement of any of the elements listed in subsection (a) in a location other than as shown on the current site plan, or

(2) Fail to provide and maintain intact and in a neat, orderly, clean, sound and healthy condition the fencing or landscaping required by this section or any fencing required by the City's Land Development Code or any law or regulation.

(f) The provisions of this section are cumulative. Nothing herein shall be construed to permit any activity or condition which would constitute a public or private nuisance or be contrary to any law or legal duty. Notwithstanding the installation of the fencing required by this section, a premises may still be in violation of other provisions of law.

(g) Penalty. The provisions of this section may be enforced by the Building Inspector, the Code Enforcement Officer, or any law enforcement officer. Any person determined to have willfully failed to comply with any provision of this section shall be guilty of an offence punishable as provided in Section 1-12 of the City Code. Each day that such a violation or failure shall continue shall constitute a separate offense. This penalty is in addition to any other remedy available to the City.

**Secs. 8-7--8-25. Reserved.**

**ARTICLE II. INSPECTIONS DEPARTMENT**

**Sec. 8-26. Created; jurisdiction.**
There is hereby created an inspections department which shall have jurisdiction and control over the construction, alteration, repair, equipment, use, occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached thereto within the corporate limits of the city.

**Sec. 8-27. Personnel.**
(a) The inspections department shall consist of the following personnel:

(1) The chief building official, who shall be the head of the inspections department, shall have a general knowledge of the construction industry, shall be responsible for the administration of the department, including all duties attendant thereto, shall report to the Building and Planning Director, and otherwise directly to the city manager, and may also be an inspector;

(2) The following inspectors, any one (1) or more of which offices may be held by the same person:

a. A general building inspector;

b. A chief electrical inspector;

c. A fire prevention officer, who shall be the chief officer of the fire department or a member of the fire department duly appointed as the fire prevention officer who has successfully completed or passed all competency standards of the fire department for the position;

d. A gas inspector;

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e. A health officer who may be appointed by the city manager, which manager may alternately designate an existing city employee as health officer;
f. A mechanical inspector;
g. A plumbing inspector; and
h. Such other personnel as may be necessary for the performance of the department’s duties.

(b) Except as specifically provided otherwise, inspectors and their assistants shall be licensed have received in accordance with this chapter 468, Florida Statutes, a certificate of competency in the activity or trade which they are to inspect.

(c) All inspectors and assistant inspectors shall be appointed by the city manager or by such other person who may be authorized to make the appointment. All appointments shall be in accordance with the policies established by the city for fulfillment of any such positions and all applicable legal requirements.

(d) It shall be unlawful for the chief building official or an inspector or any assistant inspector either directly or indirectly to engage in any business subject to the jurisdiction of this chapter.

(e) All inspectors and assistant inspectors duly appointed as of the effective date of August 7, 1982, are hereby confirmed as the inspectors of the inspection department.

Sec. 8-28. Functions generally.
The provisions of this chapter shall be enforced by the inspectors within the inspection department who are qualified and duly appointed to such positions. In addition to the management of the other affairs of the inspection department, the inspectors shall direct, undertake or supervise the performance of the following duties:

1. Enforcement of the provisions of this chapter;
2. Inspection of all buildings and structures within the city;
3. Issuance of permits and collections of the proscribed fees therefore in accordance with this chapter;
4. Reporting to their superiors or the appropriate board having jurisdiction of the subject matter any evidence which may come within their knowledge of any violation of any of the provisions of this chapter by any person.
5. Passing on all plans submitted;
6. Requiring such changes or alterations as are deemed necessary to eliminate any existing hazardous condition when the same is dangerous to life or property and prohibiting the use of building or structures until such hazards are removed;
7. Keeping complete records of all permits issued and inspections made and other official work performed under the provisions of the law;
8. Carrying out and performing such additional powers and duties as shall be proscribed by this chapter or this Code; and
9. Giving and grading the homeowners’ examination required by section 8-35.

Sec. 8-29. Inspections.
Inspectors or their duly authorized assistants or representatives shall have the right during any reasonable hour, to enter into or upon any building, lot or premises in the discharge of their official duties for the purpose of making any inspection or test as might be required to insure compliance with this chapter. When necessary, the chief inspector or his duly authorized assistant or representative may institute appropriate proceedings to obtain an inspection warrant.

Sec. 8-30. Stop work orders or disconnection of service.
The chief building official or his duly authorized assistant or representative shall have the authority to stop any work, to disconnect any service to prevent use of any structure or service or component part of any building where the construction of the structure or any component thereof fails to conform with the provisions of this Code, the Florida Building Code and any other applicable law, until the violations being committed are corrected.

This section shall be known as the "Plans Review Code of Panama City Beach, Florida" and may be cited as such.

As used in this section, "multi-story building" means any building which is greater than three (3) stories or fifty (50) feet in height.

Plans Review Requirements:
(a) Plans for all multi-story or commercial buildings shall be submitted to the Building Department in duplicate, and the City shall, at the applicant's expense, submit one (1) set of plans to either the International Code council (ICC) or the Bay County Building Department, at the City's election, for formal plan review and comment.
(b) Plan review fees shall be paid to the Building Official at the time of plan submittal, in an amount which is calculated as follows:
   (i) For review of commercial plans, one half of the building permit fee established by resolution of the ICC or Bay County.
   (ii) For review of residential plans, twenty five dollars ($25.00).

Plan review fees are in addition to the building permit fee.
(c) In addition to all other applicable fees, the applicant shall pay to the City the estimated cost of ICC or Bay County review and postage prior to the City forwarding the plans to ICC or Bay County for review at the time of plan submittal. In the event actual costs are less, the difference shall be refunded to the applicant. In the event the actual costs are more, the applicant shall pay the difference to the City. No building permit or other development order may be issued to the applicant until the entire, final cost is paid.
(d) The Building Department will review the applicant's plan upon receipt of ICC's or Bay County's plan review comments. The applicant or its representative shall be given a reasonable opportunity to respond to the ICC's or Bay County's comments. The Building Department shall take into consideration comments by ICC or Bay County and any responses thereto by the applicant, but the final decision or plan approval shall be made by the Building Department.

Sec. 8-32. Permit required.
(a) Except as otherwise provided in this Code of Ordinances or Section 105.2 of the Florida Building Code, no person shall undertake to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, or to cause any such work to be done, without obtaining the required permit from the Building Official.
(b) Exceptions. No wiring, devices or equipment for the transmission, distribution or utilization of electrical energy for light, heat or power within or on any building or structure in the City shall be installed, nor shall any alteration, repair or addition be made in any such existing wiring, devices or equipment without first securing a permit from the Building Official; provided, however, that:
   (1) No permit shall be required for minor repairs, such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping joints and repairing drop cords.
   (2) No permit shall be required for the installation of wiring, devices or equipment for telephone, telegraph, district messenger or tele-autograph systems or any signaling systems when installed by a public utility, subject to regulation as such by the State Public Service Commission or any agency of the federal government.
   (3) No permit shall be required for the installation of electric wiring, devices or equipment in any building the major portion of which is occupied by a public utility corporation operating under a franchise from the City to transmit and sell or use electrical energy; provided, however, that any such wiring, devices or equipment are for the use of the corporation in its operation as a public utility; provided, however, that permits shall be required for installations in public utility buildings to which the general public has regular access. Federal, state, county and city governments shall be classified as a public utility under this section.

Sec. 8-33. Permit application.
(a) An application for the permit required by the provisions of this division, describing the work to be done, shall be made in writing to the Building Official by the person undertaking the work and the permit,
when issued, shall be to such applicant. The person making application for the permit shall, when required by the building official, file with him complete plans and specifications for the work to be performed, showing all details as may be necessary to determine whether the work as described will be in conformity with the requirements of this article.

(b) The permit, when issued, shall be for the work described in the application and no deviation shall be made from the installation so described without approval of the building official. Applicants for permits shall show the name of the occupant or name of the property owner, the name of the contractor who is to do the work, the exact location of the premises by number of lock, lot and house or other good and sufficient description, a clear description of the work to be done and the number of fixtures, circuits and other apparatus.

(c) The person making application for a permit on any building that has been moved or relocated or has a change of occupancy or reoccupied after vacated shall verify that the building is structurally sound before a permit is issued for the building.

Sec. 8-34. Persons eligible to obtain permits.
A permit required by the provisions of this Chapter shall be issued only to licensed contractors, and to homeowners who meet the requirements of Section 8-73.

Sec. 8-35. Examination of applicants for homeowner's permits.
Examination of applicants for homeowner's permits shall be undertaken by the building official or his assistant.

Sec. 8-36. Duration of permits.
Permits issued under this part shall be invalid if work is not started within sixty (60) days after date of issue and shall be invalid if work has once begun and then stopped for a period of six (6) months.

Sec. 8-37. Notice when work ready for inspection; inspection.
(a) When work for which a permit has been obtained is ready for inspection, notice stating the location of the work and the name of the owner shall be given to the chief building inspector or his duly authorized representatives at his office by the contractor or homeowner serving as his own contractor to whom the permit was issued or by the homeowner doing the electrical installation.

(b) Notice to inspect work must be in the office of the chief building inspector, for morning inspections, before 4:00 p.m. the preceding day and for afternoon inspections, before 12:00 noon the same day. A period of forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, may be required in which to make inspection and report.

(c) As soon as possible after receiving notice that work is ready for inspection, the chief building inspector or his duly authorized representatives will inspect and test the work in a manner necessary to satisfy the inspector that the work has been installed in a proper and workmanlike manner and in accordance with the provisions of this article.

(d) In cases of large or complicated installations, the work may be inspected and tested in sections at the option of the chief building inspector or his duly authorized representatives.

Sec. 8-38. Plumbing to be installed before wiring inspected.
All plumbing and other piping or tube work must be in place before the electrical wiring is inspected and no such wiring will be considered as complete until all such plumbing or piping is in place.

Sec. 8-39. Concealing wiring before inspection prohibited.
It shall be unlawful to conceal any electrical wiring or equipment until same has been inspected and a notice of approval posted as required in Section 8-40.

Sec. 8-40. Notice of approval or disapproval.
Upon making an inspection of any electrical wiring or equipment, when same is found to have been installed in a satisfactory manner, and in accordance with the provisions of this Article, the inspector shall place a notice or certificate at a service switch or other suitable place, stating that the electrical work has
been inspected and found to be in accordance with the rules, as prescribed, and the provisions of this Article. If same is found to be not in accordance with the provisions of this Article, the electrical inspector shall post a notice or certificate stating that this wiring does not conform to this Article, has been condemned, and shall not be covered or connected until approved by the electrical inspector or his authorized representative.

Sec. 8-41. Inspector authorized to uncover concealed work.
If any work or part thereof is covered before being inspected, tested and approved, it shall be uncovered upon the order of the building inspector.

Sec. 8-42. Final Certificate upon completion inspection.
(a) After the entire completion of the work covered by the permit, a notice shall be given by the licensed contractor or the person to whom the permit was issued to the chief building inspector or his duly authorized representatives for a final inspection, and if the inspector finds that the work has been satisfactorily done, he shall issue a final certificate of inspection completion or certificate of occupancy, as appropriate. The certificate does not relieve the person to whom the permit was issued of his responsibility for any defective work which may have escaped the notice of the inspector.
(b) Removal or defacing of inspection certificates shall be prohibited.

Sec. 8-43. Appeals generally.
(a) Any interested party may appeal the interpretation or application of the applicable code section on which the decision of the inspector or the City Manager is based to the Planning Board upon the filing, within thirty (30) days after service of the inspector's or city manager's notice and order, of an application to the inspector setting forth the grounds for the appeal. The Planning Board shall not grant variances from the decision of the inspector or the City Manager. Upon receipt of the notice of appeal, the inspector shall forthwith transmit a copy of the notice of appeal, together with all related documents of his department, to the Planning Board. Within ten (10) days after the filing of a notice of appeal, the Planning Board shall schedule a date for the hearing thereof and give notice of the date for the hearing to the interested parties in a manner as would afford them not less than ten (10) days notice. Under no circumstances shall the board establish a hearing date beyond sixty (60) days from the filing of the notice of appeal.
(b) All appeal proceedings shall be public and notice thereof published in a newspaper of general circulation with the city at least ten (10) days prior to the date of the hearing. The findings of the Planning Board shall be encompassed in a resolution stating with particularity the grounds for the board's decision.
(c) All such appeals shall be pursuant to the procedures specified in Section 10.13.00 of the City of Panama City Beach Land Development Code, as amended from time to time. In the event of an irreconcilable conflict between the procedures specified in this Section and in said Section 10.13.00, this Section shall control.
(d) An interested party, having exhausted his administrative remedies before the Planning Board, shall be entitled to seek review of the decision of the Planning Board by certiorari in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

Sec. 8-44—8-45. Reserved.

ARTICLE III. EXAMINING BOARD
Sec. 8-46. Created.
There is hereby created the examining board of the city.

Sec. 8-47. Members.
(a) The examining board of the City of Panama City Beach, Florida, shall consist of seven (7) members, as follows:
(1) A master electrician who is engaged in the profession and who holds a valid master electrician's certificate in the city;
(2) A master gas fitter who is engaged in the profession and who holds a valid master gas fitter’s certificate in the city;
(3) A master air conditioning mechanic who is engaged in the profession and who holds a valid master air conditioning mechanic’s certificate in the city;
(4) A master plumber who is engaged in the profession and who holds a master plumber’s certificate in the city;
(5) Two members from the field of general construction; and
(6) A qualified elector in the city, preferably not from the field of general construction or any profession regulated by this chapter.

(b) The board shall be appointed by the City Council as outlined below:
(1) The first and second members above shall be appointed for a term of three (3) years for the first term;
(2) The third and fourth members above shall be appointed for a term of two (2) years for the first term; and
(3) The fifth, sixth and seventh members above shall be appointed for a term of one (1) year for the first term.
(c) Terms shall expire and new appointments shall be effective on July 22, provided that all members shall serve until their successors are duly qualified and appointed. After the first term, all members shall be appointed for a term of three (3) years.

Sec. 8-48. Chairman; secretary; quorum.
The senior member of the board shall act as chairman. The city manager, or his designated representative, shall serve as secretary to the board. Any four (4) members shall constitute a quorum with an elected chairman pro tem in the absence of the regular chairman.

Sec. 8-49. Meetings.
Regular meetings of the examining board shall be held at the George C. Cowgill Annex at least once each month at such times as the board may by rule, from time to time, establish. Special meetings of the board may be called by the chairman or three (3) members of the board at other times and places.

Sec. 8-50. Records.
The examining board shall keep in the office of the inspection department a record for each trade or profession in which shall be recorded the names and addresses of each applicant for a certificate, the date of filing application, the final action of the board upon each application, the date of such action, whether the granting of a certificate was made with or without examination, date and action of the board in revocation or suspension proceedings, and the signatures of the members of the board participating in any action.

Sec. 8-51. Powers and duties.
The powers and duties of the examining board shall include the following:
(1) To prescribe forms for applications for examinations, certificates of competency, permits, stationery, records, notices of violation and such other documents as it shall deem necessary for the conduct of its business;
(2) To prepare, conduct and grade or designate written examinations of applicants for certificates of competency;
(3) To prepare or designate a basic written examination of homeowner applicants for permits under section 8-35, and to establish a passing score of such examinations;
(4) To give notices of hearings and conduct hearings upon charges of violation of the provisions of this chapter by any person subject to the provisions of this chapter;
(5) To discipline any contractor, journeyman or other person found by the board to have violated any of the provisions of this chapter;
(6) To hear the appeal of any persons who may be aggrieved by any ruling or order of the chief building official or any inspector. Notice of appeal shall be filed with the secretary to the board within thirty (30) days after the ruling or order from which the appeal is taken. The board shall as soon as may be
practicable conduct a hearing at which the city official and the aggrieved party shall be entitled to present evidence and cross-examine witnesses. All testimony shall be under oath and shall be electronically recorded. Either party may be represented by an attorney-at-law. The aggrieved party shall carry the burden of establishing by greater weight of the evidence that the ruling and order of the chief building official or any inspector was arbitrary, unauthorized, or otherwise unfounded. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall be observed and govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable. The board of examiners shall make findings of fact based on evidence of record. Based upon this fact finding determination, the board of examiners shall approve, reverse or modify the decision of the building official or inspector. The aggrieved party shall be entitled to have the final decision of the board reviewed by certiorari in the Circuit Court for Bay County, Florida, upon the filing of an appropriate pleading.

(7) To satisfy itself as to character and integrity of each applicant for a certificate of competency, by requiring such pertinent information as it may deem necessary; and

(8) To enforce provisions of this chapter wherever required or authorized.

(9) The examining board shall constitute and sit ex officio as circumstances may require, as the board of construction examiners, the board of electrical examiners, the board of plumbing examiners, the board of gas examiners, or the board of air conditioning examiners, and as such shall follow the uniform procedures specified in sections 8-46 through 8-53.

Sec. 8-52. Revocation, suspension of certificates of competency.

(a) The board of examiners shall suspend or revoke any contractor's, master's, or journeyman's certificate of competency, if one (1) or more of the following grounds shall exist:

(1) Misrepresentation of any material fact in the application for a certificate or for a permit;

(2) Performance of work in a negligent, incompetent or unworkmanlike manner;

(3) Contracting in a name other than registered with the general building inspector;

(4) Abandonment of any contract for the performance of work without legal grounds;

(5) Diversion of property or funds received pursuant to contract for work;

(6) Departure from the plans and specifications of any contract for work or accompanying application for permit without the consent of the party for whom the work is being performed;

(7) Misrepresenting the requirements of this article regulating work in order to obtain or increase the scope of the work in any contract of construction work;

(8) Failing to report to the general building inspector or his assistants or attempting to conceal the violation of any provision of this article;

(9) Failing to report to the general building inspector or his assistants or attempting to conceal the violation of any provision of this article by any contractor;

(10) Pledging or loaning his certificate to any person when not actively associated with that person in the performance of the work authorized by the certificate;

(11) Default in payment either for labor or materials resulting in a lien being placed against a piece of property in question and the lien remaining unsatisfied for a period of sixty (60) days or more; or

(12) Default in payment either for labor or materials resulting in a judgment being obtained or filed against the building, general or residential contractor and the judgment remaining unsatisfied for a period of sixty (60) days or more.

(13) Violation of any applicable provision of Section 489.129 Florida Statutes [2013-2003].

(14) Violation of any applicable provision of Section 455.227 Florida Statutes [2013-2003].

(b) Any contractor, master or journeyman who shall violate, or assist in violating, any of the provisions of this article, may, upon conviction thereof, have his certificate of competency suspended for not less than (30) days for the first offense, and for repeated offenses, may have his certificate of competency suspended for a longer period than thirty (30) days or have the same canceled or revoked by the board of examiners upon the recommendation of the building official.

(c) Any time the building official or his assistants shall ascertain any of the grounds for revocation or suspension may exist or there is filed with the board of examiners the complaint of any person alleging the existence of any such grounds, it shall be his or their duty to make a full, fact-gathering investigation

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and file with the board of examiners a written report thereof, together with a statement as to the existence of probable cause for suspension or revocation, and if the board ascertains that such probable cause exists, the board shall conduct a hearing thereon, after notice.

(d) At any time the report of the building official or his assistants shall show the existence of probable cause for suspension or revocation, the building official or his assistants shall serve upon the alleged violator a notice of the alleged grounds for suspension or revocation and the time, date and place of a hearing before the board thereupon. The notice shall be served not less than ten (10) nor more than thirty (30) days prior to such hearing. The alleged violator shall have the right to appear at the hearing, be represented by counsel, produce evidence and cross-examine witnesses. A record shall be kept of the hearing.

(e) Each case before the examining board shall be presented by the building official or his designee. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. The board may take testimony from the general building inspector and the alleged violator. Each party shall have the right to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues; to impeach any witness; and rebut the evidence against him.

(f) The board shall make findings of facts based on evidence of record. The fact-finding determination of the board shall be limited to whether the violation alleged did occur, and if so, whether the person named in the notice is responsible for that violation. If, after the hearing, the board of examiners shall determine that one (1) or more of the noticed grounds for suspension or revocation exist, it shall enter a written order signed by the chairman suspending or revoking the certificate of competency of the violator. Such order shall, at a minimum, contain the following:

1. A clear statement of the violations charged;
2. A clear statement of the factual basis for the charges;
3. Evidence that the violator was given notice of the charges, and of an opportunity to appear and present evidence and testimony regarding the charges;
4. Findings of fact made by the board of examiners;
5. Conclusions of law which demonstrate that the facts alleged constitute violations of Sections 489.129 or 455.227 Florida Statutes (2013-2003) or of this ordinance.
6. A statement of the penalty imposed against the violator’s certificate of competency.
7. A recommendation to the Construction Industry Licensing Board for action to be taken against the state registration.
8. A clear statement informing the violator of the right to appeal the action against his or her certificate of competency, and of the right of the violator to challenge the recommendation to the Construction Industry Licensing Board.

(g) Any order suspending or revoking a certificate of competency may also assess against such violator the reasonable investigative and legal costs for the prosecution of the violation which shall bear interest at the rate provided for judgments in the circuit court and may be enforced as provided by law.

(h) A copy of such order shall be forwarded to the Construction Industry Licensing Board.

(i) After such a revocation, a new certificate of competency may not be issued to any such violator for a period of up to one (1) year, at the discretion of the board of examiners.

(j) After such a revocation, a new certificate of competency shall be issued only after the applicant passes the required examination and all investigative and legal costs assessed against the violator plus interest are paid in full.

(k) Regardless of the term of any such suspension stated in the order, the suspension shall continue until all investigative and legal costs assessed against the violator plus interest are paid in full. In the event any certificate of competency remains suspended for more than 365 days, it shall be deemed revoked and a new certificate shall be issued only after the applicant passes the required examination and all investigative and legal costs assessed against the violator plus interest are paid in full.

Sec. 8-53. Appeals.
Any person aggrieved by the action of the board of examiners in refusing to grant a certificate of competency issued pursuant hereto or in suspending or revoking any certificate of competency issued pursuant hereto, may appeal to the Construction Industry Licensing Board. Any such appeal shall be filed within sixty (60) days from the date of issuance of the examining boards' recommended penalty to the Construction Industry Licensing Board. Failure to challenge the examining board's recommended penalty within the time period set forth in this section shall constitute a waiver of the right to a hearing before the Construction Industry Licensing Board, and shall be deemed an admission of the violation.

Secs. 8-54–8-70. Reserved.

ARTICLE IV. CONTRACTORS
Sec. 8-71. Definitions.

(a) The following words and phrases, as used in this division, shall have the meanings respectively ascribed to them:

Construction business or construction work shall mean any business or work which falls within the scope of the building code adopted in section 8-115.

Contractor shall mean and include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake or accepts an order or contract either on a fixed sum, cost plus a percentage, a fixed fee or any combination thereof or submits a bid to construct, repair, alter, remodel, demolish, add to, subtract from or improve any building or structure, including related improvements to real estate, for others or for resale to others, including any person who, for a salary, fixed fee, wages by the day or for any other compensation, agrees with the owner, tenant, occupant or agent of any real estate to do any of the foregoing acts or to have the same done when any part of such work shall be compensation for the supervision, direction or inspection, but shall not include any persons employed by any such owner, tenant, occupant or agent to perform unskilled labor only under the direction of such owner, tenant, occupant or agent. For purposes of this Article, contractor shall not mean Electrical Contractors, Plumbing Contractors, Gas Fitters, or Air Conditioning Mechanics as these contractors are defined herein.

Building contractor shall mean a contractor whose services are limited to construction of commercial buildings and single-dwelling or multiple-dwelling residential buildings, which commercial or residential buildings do not exceed three (3) stories in height, and accessory use structures in connection therewith or a contractor whose services are limited to remodeling, repair or improvement of any size building if the services do not affect the structural members of the building.

General contractor shall mean a contractor who may contract or perform for any activity requiring licensure under this part.

Residential contractor shall mean a contractor whose services are limited to construction, remodeling, repair or improvement of one-family, two-family, or three-family residences not exceeding two (2) stories in height and accessory use structures in connection therewith.

Sign contractor shall mean a contractor whose services are limited to the creation, installation or application of a non-electrical sign onto any building or structure.

Specialty contractor shall mean a contractor whose services are limited to the performance of specialized building trades and crafts which are incidental to a particular phase of construction, and whose job scope does not substantially correspond to one of the contractor categories listed in this section.

Electrical contractor shall mean and include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake or accepts an order or contract either on a fixed sum, cost plus a percentage, fixed fee or any combination thereof, or submits a bid to install, extend, alter, repair, maintain or remove any electrical apparatus or any device in connection therewith, including any person who, for a salary, fixed fee, wages by the day or for any other compensation, agrees with the owner, tenant, occupant or agent of any property to do any of the foregoing, or have the same done when any part of such work shall be compensation for the supervision, direction or inspection; but shall not include any persons employed by any such owner, tenant, occupant or agent to perform unskilled labor only under the direction of such owner, tenant, occupant or agent.
Journeyman electrician shall mean a person who performs the manual work of installing or repairing electrical wiring and apparatus.

Master electrician shall mean a person who assumes responsible charge and direction of other persons in the installation and repair of electrical wiring and apparatus.

Journeyman plumber shall mean a person who performs the manual work of installing plumbing.

Master plumber shall mean a person who assumes responsible charge and direction of other persons in the installation of plumbing.

Plumbing contractor shall mean and include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake or accepts an order or contract either on a fixed sum, cost plus a percentage, fixed fee or any combination thereof or submits a bid to install, extend, alter, repair, maintain or remove any plumbing, including any person who, for a salary, fixed fee, wages by the day or for any other compensation, agrees with the owner, tenant, occupant or agents of any property to do any of the foregoing, or have the same done when any part of such work shall be compensation for the supervision, direction or inspection; but shall not include any persons employed by any such owner, tenant, occupant or agent to perform unskilled labor only under the direction of such owner, tenant, occupant or agent.

Gas contractor shall mean and include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake or accepts an order or contract either on a fixed sum, cost plus a percentage, fixed fee or any combination thereof or submits a bid to install, extend, alter, repair, maintain or remove any consumer's gas piping or appliances, including any person who, for a salary, fixed fee, wages by the day or for any other compensation, agrees with the owner, tenant, occupant or agent of any property to do any of the foregoing or have the same done when any part of such work shall be compensation for the supervision, direction or inspection; but shall not include any persons employed by any such owner, tenant, occupant or agent to perform unskilled labor only under the direction of such owner, tenant, occupant or agent.

Journeyman gas fitter shall mean a person who performs the manual work of installing or repairing gas piping and appliances.

Master gas fitter shall mean a person who assumes responsible charge and direction of other persons in the installation or repair of gas piping and appliances.

Class A air conditioning contractor shall mean any person whose services are unlimited in the execution of contracts requiring the experience, knowledge and skill to install, maintain, repair, fabricate, alter, extend or design, when not prohibited by law, central air conditioning, refrigeration, heating and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system, boiler and unfired pressure vessel systems, and all appurtenances, apparatus or equipment used in connection therewith and to install, maintain, repair, fabricate, alter, extend or design, when not prohibited by law, piping, insulation of pipes, vessels and ducts, pressure and process piping, pneumatic control piping, and installation of a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for any such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum or natural gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters or electrical power wiring.

Class B air conditioning contractor shall mean any person whose services are limited to twenty five (25) tons of cooling and five hundred thousand (500,000) Btu of heating in any one system in the execution of contracts requiring the experience, knowledge and skill to install, maintain, repair, fabricate, alter, extend or design, when not prohibited by law, central air conditioning, refrigeration, heating and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system being installed under this classification, and to install, maintain, repair, fabricate, alter, extend or design, when not prohibited by law, piping, insulation of pipes, vessels and ducts, and installation of a condensate drain
from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system.

Class C air conditioning contractor shall mean any person whose business is limited to the servicing of air conditioning, heating or refrigeration systems, including duct alterations in connection with those systems he is servicing, and whose certification or registration, issued pursuant to this part, was valid on October 1, 1988. No person not previously registered or certified as a Class C air conditioning contractor shall be so registered or certified after October 1, 1988.

Journeyman air conditioning mechanic shall mean a person who performs the manual work of installing or repairing insulation, general sheet metal or air conditioning or refrigeration equipment.

Master air conditioning mechanic shall mean a person who assumes responsible charge and direction of other persons in the installation of mechanical equipment, or the repair of insulation, general sheet metal or air conditioning or refrigeration equipment.

Sec. 8-72. Engaging in work without certificate of competency as a building, general, residential, sign or specialty contractor prohibited.

(a) It shall be unlawful for any person to engage in any form of construction work as a contractor without a valid certificate of competency as a building, general, residential, sign or specialty contractor.

(b) It shall be unlawful for any person to work in the city as an electrical contractor without obtaining a valid master electrician’s certificate of competency himself, or without having someone in his employ who possesses such valid certificate of competency.

(c) It shall be unlawful for any person to work in the city as a journeyman electrician without obtaining a valid journeyman electrician’s certificate of competency.

(d) It shall be unlawful for any person to work in the city as a plumbing contractor without obtaining a valid master plumber’s certificate of competency himself, or without having someone in his employ who possesses such valid certificate.

(e) It shall be unlawful for any person to work in the city as a journeyman plumber without obtaining a valid journeyman plumber’s certificate of competency.

(f) It shall be unlawful for any person to work in the city as a gas contractor without obtaining a valid master gas fitter’s certificate of competency himself, or without having someone in his employ who possesses such valid certificate.

(g) It shall be unlawful for any person to work in the city as a journeyman gas fitter without obtaining a valid journeyman gas fitter’s certificate of competency.

(h) It shall be unlawful for any person to work in the city as an air conditioning contractor without obtaining a valid master air conditioning mechanic’s certificate of competency himself, or without having someone in his employ who possesses such valid certificate.

(i) It shall be unlawful for any person to work in the city as a journeyman air conditioning mechanic without obtaining a valid journeyman air conditioning mechanic’s certificate of competency.

Sec. 8-73. Exemption from certification requirements for homeowners.

The certification requirements of this chapter shall not apply to a homeowner or prevent him from performing any work regulated by this chapter, provided the work is done by the homeowner and used exclusively by him or his family. The privilege extended to a homeowner herein does not convey any right to violate any provisions of this chapter nor shall it be construed as exempting any such homeowner from demonstrating basic knowledge of the work to be performed by successfully completing a written examination as provided in this chapter, or from obtaining a permit or paying the required fees therefor.

Sec. 8-74. Requirements for obtaining certificate of competency.

(1) No contractor shall be issued a certificate of competency by the building official until such person shall file an application therefor and:

(a) (1) Shall pay one (1) of the following charges:

1. a. If the contractor maintains a permanent business location or branch office within the city or transacts any business in interstate commerce and is not exempted from license taxation by
Art. I, § 8, U.S. Const., shall pay the appropriate occupational license tax for his class of contractors, as set forth in section 14-29(7) plus a registration fee of Fifty dollars ($50.00); or

(b) If the contractor is not subject to the payment of occupational license tax under subsection (a), he shall pay only the registration fee of Fifty dollars ($50.00);

(2) Shall furnish the city with a bond which meets the requirements of section 8-77; and

(3) With respect to a building, general or residential contractor, is or has in his employ one (1) of the following:
   a. A person who is a state certified building, general or residential contractor, as appropriate;
   b. A person who is a state registered building, general or residential contractor, as appropriate, and who has successfully completed the written examination for his particular field required by section 8-75.1 within four (4) years preceding the filing of the application for a Certificate of Competency; or
   c. A person who is a state registered building, general or residential contractor, as appropriate, and who has successfully completed the written examination for his particular field required by section 8-75.1 more than four (4) years preceding the filing of the application for a Certificate of Competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:
      (i) The applicant's length and extent of service in the trade;
      (ii) Whether the applicant has been continuously engaged in the trade since his examination;
      (iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and
      (iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

(4) With respect to a sign contractor only, is or has in his employ one (1) of the following:
   a. A person who is a state registered sign contractor, if such registration is available, and who has successfully completed the written examination for his particular field required by section 8-75.2 within four (4) years preceding the filing of the application for a Certificate of Competency; or
   b. A person who has been actively engaged as a sign contractor within the City for a period of four (4) consecutive years immediately preceding the filing of the application for a Certificate of Competency is made within six (6) months after June 8, 2006. For certification under this part, applicant must provide demonstrable evidence of continuous employment as a sign contractor.

(5) With respect to a specialty contractor only, is or has in his employ one (1) of the following:
   a. A person who is a state registered contractor in the specialty for which a Certificate of Competency is sought, if such state registration is available, and whose has successfully completed the written examination for his particular field required by section 8-75.3 within four (4) years preceding the filing of the application for a Certificate of Competency; or
   b. A person who has been actively engaged as a specialty contractor within the City for a period of four (4) consecutive years immediately preceding filing of an application for a certificate of competency and who demonstrates to the Board an acceptable level of expertise by interview or other examination.

(6) With respect to an electrical contractor only, is or has in his employ one (1) of the following:
   a. A person who is a state certified electrical contractor;
   b. A person who is a state registered electrical contractor and who has successfully completed the written examination for master electrician's certificate of competency required by section 8-75.4 within four (4) years preceding the filing of the application for a certificate of competency; or
   c. A person who is a state registered electrical contractor and who has successfully completed the written examination required by section 8-75.4 more than four (4) years
preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;
(ii) Whether the applicant has been continuously engaged in the trade since his examination;
(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and
(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

(6) **With respect to a plumbing contractor only, is or has in his employ one (1) of the following:**

   a. A person who is a state certified plumbing contractor;
   b. A person who is a state registered plumbing contractor and who has successfully completed the written examination for master plumber's certificate of competency required by section 8-75.5 within four (4) years preceding the filing of the application for a certificate of competency; or
   c. A person who is a state registered plumbing contractor and who has successfully completed the written examination required by section 8-75.5 more than four (4) years preceding the filing of the application for a Certificate of Competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

      (i) The applicant's length and extent of service in the trade;
      (ii) Whether the applicant has been continuously engaged in the trade since his examination;
      (iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and
      (iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

(7) **With respect to a [gas contractor or master] gas fitter, is or has in his employ one (1) of the following:**

   a. A person holding a valid state license to install liquefied petroleum gas piping and appliances, pursuant to F.S. Ch. 527;
   b. A person who has successfully completed the examination for a master gas fitter's construction certificate of competency required by section 8-75.6 within four (4) years preceding the filing of the application for a certificate of competency; or
   c. A person who has successfully completed the examination for a master gas fitter's construction certificate of competency required by section 8-75.6 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

      (i) The applicant's length and extent of service in the trade;
      (ii) Whether the applicant has been continuously engaged in the trade since his examination;
      (iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and
      (iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

(8) **With respect to a [master] air conditioning mechanic, is or has in his employ one (1) of the following:**

   a. A person who is a state certified air conditioning contractor;
b. A person who is a state registered air conditioning contractor* and who has successfully completed the written examination for master air conditioning mechanic required by section 8-319 within four (4) years preceding the filing of the application for a certificate of competency; or

c. A person who is a state registered air conditioning contractor and who has successfully completed the written examination required by section 8-75.7 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:

(i) The applicant's length and extent of service in the trade;
(ii) Whether the applicant has been continuously engaged in the trade since his examination;
(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and
(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.

Sec. 8-75.1 Certification examination, building, general or residential contractor.

(a) A person desiring to be examined by the city for a certificate of competency as a building, general or residential contractor shall make written application to the board of construction examiners and shall pass the examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of construction examiners designates another agency to administer this examination, the fee and schedule for that examination shall be as set by that agency.

(b) A person applying for examination for a certificate of competency as a building or general contractor must have a minimum of four (4) years' work experience in the field of construction work or two (2) years of such experience and a degree directly related to construction work from a recognized college. A person applying for examination for a certificate of competency as a residential contractor must have a minimum of two (2) years' work experience in the field of construction work or one (1) year of such experience and a degree directly related to construction work from a recognized college or university. For purposes of this subsection, work experience in the field of construction work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as either building, general or residential contractors, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal.

Sec. 8-75.2. Certification examination--Sign contractor.

(a) A person desiring to be examined by the city for a certificate of competency as a sign contractor shall make written application to the board of construction examiners and shall pass the examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of construction examiners designates another agency to administer this examination, the fee and schedule therefor shall be as set by that agency.

(b) A person applying for examination for a certificate of competency as a sign contractor must have a minimum of two (2) years' work experience in sign work or one (1) year of such experience and evidence of satisfactory completion of an educational curricula in the field for which he has applied. For purposes of this subsection, work experience in the field of sign work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as contractors, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal.

Sec. 8-75.3. Certification examination--Specialty contractor.
(a) A person desiring to be examined by the city for a certificate of competency as a specialty contractor shall make written application to the board of construction examiners and shall pass the examination the board shall require for that specialty, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of construction examiners designates another agency to administer this examination, the fee and schedule therefor shall be as set by that agency.

(b) A person applying for examination for a certificate of competency as a specialty contractor must have a minimum of two (2) years' work experience in the specialty or one (1) year of such experience and evidence of satisfactory completion of an educational curricula in the field for which he has applied. For purposes of this subsection, work experience in the specialty shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as contractors, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal.

Sec. 8-75.4. Certification examination—electrician.

(a) A person desiring to be examined by the city for a master or journeyman electrician's certificate of competency shall make written application to the board of electrical examiners and shall pass the examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of electrical examiners designates another agency to administer these examinations the fees and schedule therefor shall be as set by that agency.

(b) A person applying for examination for a master electrician's certificate of competency must have had a minimum of four (4) years' work experience as a journeyman electrician or have a degree in electrical engineering from a recognized college plus two (2) years' work experience in the electrical field. For purposes of this subsection, work experience in the field of electrical work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master electricians, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. A person applying for examination for a journeyman electrician's certificate of competency must have had a minimum of two (2) years' work experience in the field of electrical works, which experience shall be verified.

Sec. 8-75.5. Certification examination—plumber.

(a) A person desiring to be examined by the city for a master or journeyman plumber's certificate of competency shall make written application to the board of plumbing examiners and shall pass the written examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of plumbing examiners designates another agency to administer these examinations, the fees and schedule therefor shall be as set by that agency.

(b) Before any person may make application for an examination for a master plumber's certificate of competency, he must have had a minimum of four (4) years' work experience as a journeyman plumber, or have a degree in plumbing from a recognized college plus two (2) years' work experience in the plumbing field. For purposes of this subsection, work experience in the field of plumbing work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master plumbers, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. Before any person may make application for an examination for a journeyman plumber's certificate of competency, he must have a minimum of two (2) years' work experience in the field of plumbing work, which experience shall be verified.

Sec. 8-75.6. Certification examination—gas fitter.
(a) A person desiring to be examined by the city for a master or journeyman gas fitter's certificate of competency shall make written application to the board of gas examiners and shall pass the written examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the board of gas examiners designates another agency to administer these examinations, the fees and schedules therefor shall be as set by that agency. There shall be two (2) classes of master gas fitter's certificates of competency:

(1) A master gas fitter's construction certificate of competency, which shall authorize a person to plan, lay out and supervise gas installation and construction work;

(2) A master gas fitter's construction and operating certificate of competency, which shall authorize a person to plan, lay out, supervise and manage L.P. Gas or natural gas installations.

(b) An applicant for either class of master gas fitter's certificates of competency shall have a minimum of four (4) years' work experience in the installation or management of L.P. gas or natural gas installations, whichever is appropriate to the class of gas fitter for which he seeks certification, or a degree in gas fitting from a recognized college plus two (2) years' work experience in such gas installations. For purposes of this subsection, work experience in the field of gas installations shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master gas fitters, which letters shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. Before any person may make application for examination for a journeyman gas fitter's certificate of competency, he must have a minimum of two (2) years' work experience in the installation and repairing of gas piping and appliances, which experience shall be verified.

Sec. 8-75.7. Certification examination—air conditioning mechanic.

(a) A person desiring to be examined by the city for a master or journeyman air conditioning mechanic's certificate of competency shall make written application to the board of air conditioning examiners and shall pass the written examination the board shall require, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. The examination shall be given at such time as the board shall determine. If the board of air conditioning examiners designates another agency to administer these examinations, the fees and schedule therefor shall be as set by that agency.

(b) An applicant for either class of master air conditioning mechanic's certificate of competency shall have a minimum of four (4) years' work experience as a journeyman air conditioning mechanic or have a degree in air conditioning from a recognized college, plus two (2) years' work experience in the field of air conditioning work. For purposes of this subsection, work experience in the field of air conditioning work shall be demonstrated by each applicant through presentation of letters of recommendation from his former employers, who shall themselves be certified as master air conditioning mechanics, which letter shall be acknowledged in the presence of a notary public. The work experience of each applicant shall be verified. Educational qualifications shall be evidenced by a certificate from the school or college under its seal. Before any person may make application for examination for a journeyman air conditioning mechanic's certificate of competency, he must have a minimum of two (2) years' work experience in the field of air conditioning work, which experience shall be verified.

Sec. 8-76. Expiration and Renewal of Certificate of Competency.

(a) All certificates of competency for building, general, or residential, sign or specialty contractors shall expire on September 30 next following the one year anniversary of the date of issuance.

(b) Any holder of a certificate of competency shall be entitled, during the month of September, to a renewal certificate for the next two (2) succeeding years upon payment to the building official of a renewal fee of Fifty dollars ($50.00), or Fifteen dollars ($15.00).

(c) Any holder of a certificate of competency which has expired solely for failure to renew may obtain a replacement certificate at any time within two (2) years after expiration thereof upon payment to the building official of a replacement fee of Fifty dollars ($50.00) per year of being in arrears. After two (2) years but no longer than four (4) years, any holder of a certificate which has expired solely for failure to
renew may obtain at the City's discretion, a replacement certificate upon payment to the building official of a replacement fee of **Fifty dollars ($50.00) per year of being in arrears.** One Hundred Dollars ($100.00).

**Sec. 8-77. Bond.**
(a) Before obtaining a certificate of competency as a building, general or residential contractor, or a renewal thereof, a person the applicant shall execute a bond in the sum of five thousand dollars ($5,000.00) with a responsible surety company authorized to do business in the state, conditioned to protect the city or the owner of premises against all loss or damage occasioned by the negligence of the principal therein failing to promptly execute and protect all work done by such principal or his employees or under his direction or supervision and from all damage occasioned by or arising in any manner from any such work done by him or his employees or under his direction or supervision, which is not caused by the negligence of the city, its agent or employees and conditioned further, that the principal therein will keep and observe all provisions of this Code and other ordinances at any time enacted by the city relating in any way to construction work.
(b) The bond required by this section shall be approved by the city clerk treasurer before the same becomes effective, and may be sued on by the city, and in cases of the owners of premises damaged by any such work, the owners shall be authorized to bring suit in any court of competent jurisdiction in the name of the city, for their use and benefit; provided, however, that in any action by the owners of the premises damaged, the same shall not involve the city to any expense whatsoever.
(c) The bond required by this section shall expire on September 30 **next following the one year anniversary of the date of issuance.**

**Sec. 8-78. Sign.**
Every building, general and residential contractor shall display in a conspicuous place in front of each location where construction work is being done by him, a sign giving the name and address of the contractor doing the work, provided that no such sign need be displayed in the front of the place of a minor repair. No person other than a contractor shall display such a sign.

**Sec. 8-78. Misrepresentations; allowing fraudulent use of name.**
No person engaged in the construction business in the city shall allow his name to be used by any other person, directly or indirectly, either to obtain a permit, or for the construction of any work under his certificate, or shall make any misrepresentation or omission with intent to violate the purposes of this article.

**Secs. 8-79—8-99 Reserved.**

**ARTICLE VI—FEES**
**Sec. 8-100 Fees.**
Fees for permits shall be established by Resolution of the City Council, as amended from time to time. To the extent necessary or required to establish a total permit fee, base building valuation shall be determined by using the then current edition of the building valuation data table published by the International Code Council, or the actual costs of building construction as evidenced by executed contracts to perform the work submitted to the Building Official. For purposes of this article, valuation shall include the total value of work, including materials and labor, for which the permit is being issued, including but not limited to electrical, gas, mechanical, plumbing equipment and permanent systems.

**Sec. 8-101. Fee for obtaining permit after work commenced.**
Whenever any person shall commence or proceed with any installation or construction work for which a permit is required by this chapter, without having first obtained such a permit, the person so commencing or proceeding with any such work without a permit shall take out a belated permit covering the work and pay the fees therefor at a rate double the permit fee established pursuant to Section 8-100 to be paid for a timely permit covering the work or $100, whichever is greater. Neither anything contained in this
Section, nor the act of taking out and paying fees for a belated permit, shall absolve any person of any penalty incurred for the doing of construction or installation work without a permit.

Sec. 8-102. Reinspection fee.
A fee of twenty dollars ($20.00) shall be paid to the city for each reinspection made by the inspections department pursuant to the provisions of this article.

Sec. 8-103. Conflict between chapter provisions and technical code provisions.
All fees provided for in the technical codes adopted by reference in this chapter apply in lieu of the fees established herein, excepting electrical fees. Where this chapter establishes a fee not provided in any such code, then the fees adopted in this chapter shall apply; otherwise in the event of any conflict between the provisions of this chapter and any minimum standard of a technical code adopted herein by reference, this chapter shall control.

Sec. 8-104. Article supplemental.
The provisions of this article shall be supplemental to all sections of this Code and other ordinances of the city.

Secs. 8-105--8-114. Reserved.

ARTICLE VII--BUILDING CODE REGULATIONS
DIVISION 1. GENERALLY- Codes and Standards Adopted.
Sec. 8-115. Adoption of Florida Building Code.
(a) The Florida Building Code, as adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the building code of the city.
(b) The construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached thereto located within the corporate limits of the city, shall conform to the requirements of the building code adopted in subsection (a).

Sec. 8-115.1 Adoption of local Technical Amendments to the Florida Building Code, Residential.
Florida Building Code, Existing Residential, is hereby amended as follows:
(a) R322.2.1 Elevation Requirements.
1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet 2 feet (610 mm) if a depth number is not specified.
4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.
(b) R322.2.2. Enclosed areas below design flood elevation.
Enclosed areas, including crawl spaces, that are below the design flood elevation shall:
1. Be used solely for parking of vehicles, building access or storage. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).
R322.3.2 Elevation requirements.

1. All buildings and structures erected within coastal high-hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

2. Basement floors that are below grade on all sides are prohibited.

3. The use of fill for structural support is prohibited.

4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

Exception: Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

R322.3.5 Enclosed areas below the design flood elevation.

Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Sec. 8-115.2 Adoption of local Technical Amendments to the Florida Building Code, Building.

Florida Building Code, Building, is hereby amended as follows:

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 14, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Sec. 8-115.3 Adoption of local Technical Amendments to the Florida Building Code, Existing Building.

Florida Building Code, Existing Building, is hereby amended as follows:

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before

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the improvement or repair is started. For each building or structure, the ten-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 14, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Sec. 8-116. Adoption of National Electrical Code.
(a) The National Electrical Code, as promulgated by the National Fire Protection Association, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the electrical code of the city.
(b) It shall be expressly understood that the standards adopted in this section shall constitute the minimum requirements for all electrical construction and all materials and appliances used in connection with the installation, maintenance and operation of electrical wiring, apparatus or equipment for light, heat or power within the limits of the city.
(c) Additional provisions: An approved enclosure or wall space shall be provided by the architect or builder in all residences or buildings of any type, to be of sufficient size to install the electrical distribution and all apparatus and equipment connected therewith. All meters on residences or dwellings shall be mounted outside. Meters located outdoors shall be placed so that the center of the meter will not be more than six (6) feet nor less than four (4) feet above grade level. Commercial or industrial meters, if located indoors, shall be placed so that the meter registers will not be more than six (6) feet nor less than four (4) feet above floor. Meters shall not be located in bathrooms, toilet rooms, restaurant kitchens or stairways. Where meters are grouped together separate raceways shall be run to each main disconnect.
(d) The provisions of this Code shall be under the jurisdiction of, and enforced by, the chief electrical inspector and his assistants.

Sec. 8-117. Adoption of Standard Plumbing Code.
(a) The Plumbing Code, adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the plumbing code of the city.
(b) The plumbing code adopted in subsection (a) contains the minimum standards for the installation and maintenance of plumbing and appurtenances thereto within the city, and any unauthorized deviations from the code are hereby prohibited.
(c) Additional provisions: The use of all outdoor closets, commonly known as privies, shall be unlawful and the owner of any house, residence, store, hotel or any other building of any kind whatsoever shall be required to forthwith remove any such outdoor closets or privies and immediately install adequate plumbing facilities in accordance with the provisions of this article.
(d) The provisions of this article shall be under the jurisdiction of, and enforced by, the plumbing inspector and his assistants.

Sec. 8-118. Adoption of Standard Gas Code.
(a) The Gas Code, as adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the gas code of the city.
(b) The gas code adopted in subsection (a) contains the minimum standards for the installation and maintenance of gas systems and the appurtenances thereto within the city, and any unauthorized deviations from the code are hereby prohibited.
(c) The provisions of this article shall be under the jurisdiction of, and enforced by, the gas inspector.
Sec. 8-119. Adoption of Standard Mechanical Code.
(a) The Mechanical Code, as adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified or deleted, as the mechanical code of the city.
(b) The mechanical code adopted in subsection (a) contains the minimum standards for the installation and maintenance of air conditioning, refrigeration, heating and ventilation systems and all appurtenances thereto within the city, and any unauthorized deviations from the code are hereby prohibited.
(c) The provisions of this article shall be under the jurisdiction of, and enforced by the mechanical inspector or his assistant.

Sec. 8-120. Adoption of Standard Amusement Device Code.
(a) The Standard Amusement Device Code, 1997 edition, as promulgated by the Southern Building Code Congress, is hereby adopted by reference and in full, as if set out at length herein, except as amended, modified or deleted herein, as the amusement device code of the City.
(b) The code adopted in subsection (a) contains the minimum standards for amusement devices within the city, and any unauthorized deviations from the code are hereby prohibited.

Sec. 8-121. Adoption of Standard for Existing High Rise Buildings.
(a) The Standard for Existing High Rise Buildings (SSTD 6-97), 1997 edition, as promulgated by the Southern Building Code Congress, is hereby adopted in full, as if set out at length herein, except as amended, modified or deleted herein as the standard requirements for existing high rise buildings of the City.
(b) The standard adopted in subsection (a) contains the minimum standards for existing high rise buildings within the City, and any unauthorized deviations from the standards are hereby prohibited.

Sec. 8-122. Adoption of Standard for Proscenium Curtains.
(a) The Standard for Proscenium Curtains (SSTD 1-88), 1997 edition, as promulgated by the Southern Building Code Congress, is hereby adopted in full, as if set out at length herein, except as amended, modified or deleted herein as the standard requirements for proscenium curtains of the City.
(b) The standard adopted in subsection (a) contains the minimum standards for proscenium curtains within the City, and any unauthorized deviations from the standards are hereby prohibited.

Sec. 8-123. Adoption of American Forest and Paper Association Wood Frame Construction Manual, Standard Hurricane Resistant Residential Construction.
(a) The American Forest and Paper Association (AF&PA) Wood Frame Construction Manual (110 MPH Exposure B), Standard for Hurricane Resistant Residential Construction (SSTD 10-99), 1999 edition, as promulgated by the Southern Building Code Congress, is hereby adopted in full, as if set out at length herein, except as amended, modified or deleted herein as the standard requirements for hurricane resistant residential construction of the City.
(b) The standard adopted in subsection (a) contains the minimum standards for hurricane resistant residential construction within the City, and any unauthorized deviations from the standards are hereby prohibited.

8-124—8-129 Reserved.

DIVISION 2. COASTAL CONSTRUCTION CODE
Sec. 8-130. Title.
The provisions contained herein shall constitute the coastal construction code for construction within the coastal building zone in the City of Panama City Beach and shall be referred to as the "coastal code."

Sec. 8-131. General.
The purpose of the coastal code is to provide minimum standards for the design and construction of buildings and structures to reduce the harmful effects of hurricanes and other severe storms occurring
along the coastal area of the City of Panama City Beach which fronts on the Gulf of Mexico. These standards are intended to specifically address design features which affect the structural stability of the beach, dunes and topography of adjacent properties. The coastal code is site specific to the coastal building zone as defined herein and is not applicable to other locations. In the event of a conflict between this article and other provisions of this code, the requirements resulting in the more restrictive design shall apply. No provisions in this article shall be construed to permit any construction in any area prohibited by city, county, state or federal regulation.

The storing, depositing, transferring or use of red or colored clay or sand, or any other unacceptable fill material south of the north right-of-way of Front Beach Road, South Thomas Drive and Thomas Drive, is hereby prohibited. For purposes of this Section, unacceptable fill material is fill material not having a Munsell value of 7 or above, Hue 7.5YR or 10YR or 5Y, Chroma/1 or/2 (see Munsell Soil Color Charts, Kollmorgen Instrument Corp., 1994) in a washed, dry state with a mean grain size of 0.5 mm or less, but not more than ten percent (10%) silt. A Munsell value of 6 for unwashed fill material may be deposited if the owner of the land being filled or the owner's agent can show that the value will increase to a minimum of 7 after ten washings. Notwithstanding anything herein, no fill material shall be stored, deposited, transferred or used south of the north right-of-way of Front Beach Road, South Thomas Drive and Thomas Drive unless the Engineering Department first finds in writing that the proposed fill material meets the standards of this Section. Soil amendments in the top 6" soil surface for landscaping use and stone or gravel for storm drainage exfiltration systems are exempt from this Section.

Sec. 8-132. Scope.
(a) Applicability. The requirements of this coastal code shall apply to the following types of construction in the coastal building zone in the City of Panama City Beach.
(1) The new construction of, or substantial improvement to major structures, nonhabitable major structures, and minor structures as defined herein.
(2) Construction which would change or otherwise have the potential for substantial impact on coastal zones (i.e., excavation, grading, paving).
(3) Construction located partially within the coastal building zone.
(4) Reconstruction, redevelopment or repair of a damaged structure from any cause which meets the definition of substantial improvement as defined herein.
(b) Exceptions. The requirements of the coastal code shall not apply to the following:
(1) Minor work in the nature of normal beach cleaning and debris removal.
(2) Structures in existence prior to the effective date of the code, except for substantial improvements as defined herein.
(3) Construction for which a valid and unexpired building permit was issued prior to the effective date of this code.
(4) Construction extending seaward of the seasonal high-water line which is regulated by the provisions of Section 161.04, Florida Statutes (i.e., groins, jetties, mole, breakwaters, seawalls, piers, revetments, beach nourishment, inlet dredging, etc.).
(5) Construction of non-habitable major structures as defined herein, except for the requirements of section 8-134(d).
(6) Construction of minor structures as defined herein, except for the requirements of section 8-134(e).
(7) Structures listed in the National Register of Historic Places or the State Inventory of Historic Places.
(8) Construction for improvements of a major structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions.
(c) Applications for permits. Applications for building permits for construction in the coastal building zone and on coastal barrier islands, if not of normal or usual design, may be required by the building official to be certified by an architect or professional engineer registered in the State of Florida. Such certifications shall state that the design plans and specifications for the construction are in compliance with the criteria established by this coastal code.

Sec. 8-133. Definitions.
The following terms are defined for general use in the coastal code:

**Beach** means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach" is alternatively termed "shore".

**Breakaway wall or frangible wall** means a partition independent of supporting structural members that will withstand design wind forces, but which will fail under hydrodynamic, wave, and runup forces associated with the design storm surge. Under such conditions, the wall shall fail in a manner such that it breaks up into components which minimize the potential for damage to life or adjacent property. It shall be a characteristic of a breakaway or frangible wall that it shall have a horizontal design loading resistance of no less than ten (10) nor more than twenty (20) pounds per square foot.

**Building support structure** means any structure which supports floor, wall or column loads, and transmits them to the foundation. The term shall include beams, grade beams or joists, and includes the lowest horizontal structural member exclusive of piles, columns or footings.

**Coastal barrier islands** means geological surface features above mean high water which are completely surrounded by marine waters, that front upon the open waters of the Gulf of Mexico, Atlantic Ocean, Florida-Bay, or Straits of Florida and are composed of quartz sands, clays, limestone, oolites, rock, coral, coquina, sediment or other material, including spoil disposal. Mainland areas which were separated from the mainland by artificial channelization for the purpose of assisting marine commerce shall not be considered coastal barrier islands.

**Coastal building zone** means the land area between the seasonal high-water line of the Gulf of Mexico and a line one thousand five hundred (1,500) feet landward from the coastal construction control line. For mainland areas where a coastal construction line has not been established, the coastal building zone shall be the land area seaward of the most landward velocity zone (V-zone) boundary line established by the Federal Emergency Management Agency and shown on the flood insurance rate maps. For coastal barrier islands, the land area between the seasonal high-water line and a line five thousand (5,000) feet landward from the coastal construction control line or the entire island, whichever is less. For coastal barrier islands on which no coastal construction control line has been established, the land area seaward of the most landward velocity zone (V-zone) boundary line established by the Federal Emergency Management Agency and shown on the flood insurance rate maps. All land area in the Florida Keys shall be included in the coastal building zone.

**Coastal construction control line** means the landward extent of that portion of the beach-dune system which is subject to severe fluctuations based upon a one hundred-year storm surge, storm waves, or other predictable weather conditions as established by the Department of Natural Resources in accordance with section 161.053, Florida Statutes.

**Construction** means the building of or substantial improvement to any structure or the clearing, filling, or excavation of any land. It shall also mean any alterations in the size or use of any existing structure or the appearance of any land. When appropriate to the context, "construction" refers to the act of construction or the result of construction.

**Dune** means a mound or ridge of loose sediments, usually sand-sized, deposited by natural or artificial means, which lies seaward of the beach.

**Major structure** includes but is not limited to residential buildings including mobile homes, commercial, institutional, industrial, and other construction having the potential for substantial impact on coastal zones. **Mean high-water line** means the intersection of the tidal plane of mean high water with the shore. **Mean high water** is the average height of high waters over a nineteen-year period.

**Minor structure** includes but is not limited to pile supported, elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile supported elevated viewing platforms; gazebos and boardwalks; lifeguard support stands; public and private bathhouses; sidewalks, driveways, parking areas, shuffleboard courts, tennis courts, handball courts, racquetball courts and other uncovered paved areas; earth retaining walls; sand fences, privacy fences, ornamental walls, ornamental garden structures, aviaries and other ornamental construction. It shall be a characteristic of minor structures that they are considered to be expendable under design wind, wave and storm forces.

**Mobile home** means manufactured housing which conforms to the Federal Manufactured Housing Construction and Safety Standards or the Uniform Standards Code ANSI A-119.1 pursuant to Section 320.823, Florida Statutes.
Nonhabitable major structure includes but is not limited to pile-supported, elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported elevated viewing platforms, gazebos and boardwalks; swimming pools; parking garages; pipelines; piers; canals, lakes, ditches, drainage structures and other water retention structures; water and sewage treatment plants; electrical power plants; transmission and distribution lines; transformer pads, vaults and substations; roads, bridges, streets and highways; and underground storage tanks.

NGVD means National Geodetic Vertical Datum—a geodetic datum established by the National Ocean Service and frequently referred to as the 1929 Mean Sea Level Datum.

One hundred-year storm or 100-year storm means a shore incident hurricane or any other storm with accompanying wind, wave, and storm surge intensity having a one percent chance of being equaled or exceeded in any given year, during any one-hundred year interval.

Seasonal high-water line means the line formed by the intersection of the rising shore and the elevation of one hundred fifty (150) percent of the local mean tidal range above mean high water.

State Minimum Building Code means the building code adopted by a municipality or county pursuant to the requirements of Section 553.73, Florida Statutes.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred. Work on structures determined to be substantially damaged is considered to be substantial improvement, regardless of the actual repair work performed.

Substantial Improvement means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds a cumulative total of fifty (50) percent of the market value of the structure either:

1. Before the repair or improvement is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or any alteration of a structure listed on the National Register of Historic Places or the State Inventory of Historic Places.

Sec. 8-134. Coastal construction requirements.

(a) General. Construction within the coastal building zone and on coastal barrier islands shall meet the requirements of this division. All structures shall be designed so as to minimize damage to life, property, and the natural environment. Assistance in determining the design parameters to minimize such damage may be found in the reference documents listed in section 8-135.

(b) Structural requirements for major structures.

1. Design and construction. Major structures, except for mobile homes, shall be designed and constructed in accordance with the Florida Building Code using a fastest mile wind velocity of one hundred ten (110) miles per hour except the Florida Keys which shall use a fastest-mile wind velocity of one hundred fifteen (115) miles per hour. Major structures, except mobile homes, shall also comply with the applicable standards for construction found elsewhere in all other applicable building codes.

2. Mobile homes. Mobile homes shall conform to the Federal Mobile Home Construction and Safety Standards or the Uniform Standards Code ANSI A-119.1, pursuant to Section 320.823, Florida Statutes, as well as the requirements of subsection (3) below.

3. Elevation, flood-proofing and siting. All major structures shall be designed, constructed and located in compliance with the National Flood Insurance Regulations as found in 44 CFR Parts 59 and 60, or other applicable law, whichever is more restrictive.

(c) Design Conditions.

1. Velocity pressure. Major structures, except mobile homes, shall be designed in accordance with the requirements of the Florida Building Code using a minimum ultimate wind speed of 140 miles per hour, fastest-mile wind velocity of one hundred ten (110) or one hundred fifteen (115) miles per hour as appropriate. All construction occurring in the Florida Keys shall use a minimum design fastest-mile wind velocity of one hundred fifteen (115) miles per hour. These minimum design pressures are as follows:

Ord 1383
Page 29 of 36
Table 1205.2A
Velocity Pressure (psf)
Building Height: 60 feet or less

<table>
<thead>
<tr>
<th>Mean Roof Height (ft)</th>
<th>Fastest Mile Wind Velocity, V (mph)</th>
</tr>
</thead>
<tbody>
<tr>
<td>110</td>
<td>115</td>
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<tr>
<td>25</td>
<td>28</td>
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<tr>
<td>30</td>
<td>34</td>
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<td>40</td>
<td>38</td>
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<tr>
<td>60</td>
<td>41</td>
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</tbody>
</table>

Table 1206.3A
Gust Velocity Pressure (psf)
Building Height: Greater Than 60 Feet

<table>
<thead>
<tr>
<th>Fastest Mile Wind Velocity, V (mph) Coastal Exposure Height</th>
<th>110</th>
<th>115</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-30</td>
<td>35</td>
<td>38</td>
</tr>
<tr>
<td>31-50</td>
<td>40</td>
<td>44</td>
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<td>61-100</td>
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<td>67</td>
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<td>300-400</td>
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<td>72</td>
</tr>
<tr>
<td>400-500</td>
<td>70</td>
<td>82</td>
</tr>
</tbody>
</table>

(2) Foundations. The elevation of the soil surface to be used in the design of foundations, calculation of pile reactions and bearing capacities shall not be greater than that which would result from the erosion reasonably anticipated as a result of design storm conditions. Foundation design and construction of a major structure shall consider all anticipated loads acting simultaneously with live and dead loads. Erosion computations for foundation design shall account for all vertical and lateral erosion and scour producing forces, including localized scour due to the presence of structural components. Foundation design and construction shall provide for adequate bearing capacity taking into consideration the type of soil present and the anticipated loss of soil above the design grade as a result of localized scour. Erosion computations are not required landward of coastal construction control lines established or updated since June 30, 1980. Upon request the Department of Natural Resources may provide information as to those areas within coastal building zones where erosion and scour of a one-hundred-year storm event is applicable.

(3) Wave forces. Calculations for wave forces resulting from design storm conditions on building foundations and superstructures may be based upon the minimum criteria and methods prescribed in the Naval Facilities Engineering Command Design Manual, NAVFAC DM-26, U.S. Department of Navy; Shore Protection Manual, U.S. Department of Army Corps of Engineers; U.S. Department of the Army Coastal Engineering Research Center Technical Papers and Reports; the Technical and Design Memorandum of the Division of Beaches and Shores, Florida Department of Natural Resources; or other professionally recognized methodologies which produce equivalent design criteria. Breaking, broken and nonbreaking waves shall be considered as applicable. Design wave loading analysis shall consider vertical uplift pressures and all lateral pressures to include impact as well as dynamic loading and the harmonic intensification resulting from repetitive waves.
(4) Hydrostatic loads. Calculations for hydrostatic loads shall consider the maximum water pressure resulting from a fully peaked, breaking wave superimposed upon the design storm surge with dynamic wave set up. Both free and hydrostatic loads shall be considered. Hydrostatic loads which are confined shall be determined by using the maximum elevation to which the confined water would freely rise if unconfined. Vertical hydrostatic loads shall be considered both upward and downward on horizontal or inclined surfaces of major structures (i.e. floors, slabs, roofs, walls). Lateral hydrostatic loads shall be considered as forces acting horizontally above and below grade on vertical or geometric surfaces shall be determined by considering the separate vertical and horizontal components acting simultaneously under the distribution of the hydrostatic pressures.

(5) Hydrodynamic loads. Hydrodynamic loads shall consider the maximum water pressures resulting from the motion of the water mass associated with the design storm. Full intensity loading shall be applied on all structural surfaces above the design grade which would affect the flow velocities.

(d) Structural requirements for nonhabitable major structures. Nonhabitable major structures need not meet the specific structural requirements of subsection (b), except that they shall be designed to produce the minimum adverse impact on the beach and dune system and shall comply with all other applicable building codes. All sewage treatment and public water supply systems shall be flood-proofed to prevent infiltration of surface water anticipated under design storm conditions. Underground utilities, excluding pad transformers and vaults, shall be flood-proofed to prevent infiltration of surface water expected under design storm conditions or shall otherwise be designed to function when submerged under such storm conditions.

(e) Structural requirements for minor structures. Minor structures need not meet the specific structural requirements of subsection (b), except that they shall be designed to produce the minimum adverse impact on the beach and dune system and shall comply with all other applicable building codes.

(f) Location of construction. Construction, except for elevated walkways, lifeguard support stands, piers, beach access ramps, gazebos and coastal or shore protection structures, shall be located a sufficient distance landward of the beach to permit natural shoreline fluctuations and to preserve dune stability. Construction, including excavation, may occur to the extent that the natural storm buffering and protection capability of the dune is not diminished.

(g) Public access. Where the public has established an accessway through private lands to lands seaward of mean high tide or water line by prescription, prescriptive easement, or other legal means, development or construction shall not interfere with such right of access unless a comparable alternative accessway is provided. The developer shall have the right to improve, consolidate or relocate such public accessways so long as they are:

1. Of substantially similar quality and convenience to the public;
2. Approved by the local government and approved by the Department of Natural Resources whenever improvements are involved seaward of the coastal construction control line; and
3. Consistent with the coastal management element of the local comprehensive plan adopted pursuant to Section 163.3178, Florida Statutes.

Sec. 8-135. Reference.
Assistance in determining the design parameters and methodologies necessary to comply with the requirements of this chapter may be obtained from:
U.S. Department of Army, Coastal Engineering Research Center's Technical Papers and Reports.
Florida Department of Natural Resources, Division of Beaches and Shores Technical and Design Memoranda.

Secs. 8-135–8-149. Reserved.
DIVISION III. BUILDING RELOCATION CODE

Sec. 8-150. Moving buildings or other structures—Permit requirements.
No permit for the moving of buildings or other structures shall be issued without inclusion in the permit of location to which the building or other structure for which the permit shall be issued shall be moved within the city, which location must be within an area of the city affirmatively zoned to permit such importation of structure. No structure shall be moved into the city until area or areas of the city are so zoned.

Sec. 8-151. Relocation Requirements.
No person shall relocate or cause to be relocated any building, structure or other real estate improvements to any location within the City unless:
(1) Those portions of the improvements to be relocated meet or exceed the standards established by all current and applicable building and safety codes of the City, as evidenced by the certification of an architect or structural engineer registered and licensed to practice in Florida;
(2) In the event any portion of the improvements to be relocated does not meet current structural standards for internal and external loading, the improvements shall not be relocated until such standards are met, as evidenced by the certification of an architect or structural engineer registered and licensed to practice in Florida.
(3) In the event any portion of the improvements to be relocated does not meet applicable building and safety code standards (except structural loading), the improvements shall not be relocated until the applicant shall have filed with the City plans and specifications to bring the improvements into compliance after relocation, and obtained a permit for such work as provided by law.
(4) The applicant shall have filed with the City foundation plans and specifications for the relocated improvements, including all measures to connect the improvements to the new foundation, and obtained a permit for such work as provided by law.
(5) The applicant shall have filed with the City a site plan, utility plan, and drainage plan for the relocated improvements which must comply with all applicable land development regulations, and obtained a permit for such work as provided by law.
(6) The applicant shall have specified the intended use of the relocated improvements which must comply with all applicable land use regulations.
(7) All other applicable provisions of law and regulation are met, the requirements of this law being cumulative and in addition to such provisions.

Sec. 8-152. Compliance by moved buildings.
(a) The chief electrical inspector shall require the electrical outlets and fixtures in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.
(b) The plumbing inspector shall require the plumbing and the fixtures in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city, to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.
(c) The gas inspector shall require the gas fixtures in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city, to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.
(d) The mechanical inspector shall require the air conditioning, refrigeration, heating and ventilation systems in all buildings or houses which are moved from place to place within the city or which are moved from without the city to a location within the city, to be brought up to the requirements and specifications contained in this article for new structures, prior to the issuance of a permit for occupancy or use of the building or structure.

Sec. 8-153. Enforcement.
(a) No person shall relocate or cause to be relocated any building, structure or other real estate improvements without obtaining a permit therefore from the City upon application in such form as shall be prescribed by the building inspector to facilitate compliance with this law, and paying a non-refundable application fee in the amount of $150.00.

(b) Upon receipt of such completed application, the building inspector or his designee shall inspect the improvements prior to the relocation in order to confirm that the requisite certifications, plans, and specifications filed by the applicant comply with this law. If this and all other applicable provisions of law have been met, the relocation permit and all required building permits shall be issued at the same time.

(c) If the relocated improvements are not brought into compliance with all applicable building and safety codes such that a certificate of occupancy could be issued within ninety (90) days after relocation, then the structure shall be deemed a nuisance subject to demolition and removal as such pursuant to the procedures contained in Chapter 15 of this Code. The condition of obtaining permission to relocate a substandard improvement to a new location within the City is that such improvement will be made to conform to current, applicable building and safety standards within ninety (90) days after the relocation, failing which the City may order the work to be completed under the procedures specified in Chapter 15 of this Code, and if the work is still not completed within the time allowed the City may demolish or remove the structure at the owner’s expense as specified in Chapter 15.

(d) Any person in violation of this law shall be guilty of a municipal offense punishable as provided by Section 1-12 of this Code.

8-154-8-178 Reserved.

DIVISION IV—REGULATING COMMUNICATIONS NETWORKS IN THE CITY
Sec. 8-170. Short Title.
This law shall be known as the Panama City Beach 800 Megahertz Ordinance.

Sec. 8-171. Definitions.
(a) Building Permit shall mean any permit issued by the City to an owner, contractor or subcontractor for the repair, replacement or improvement of improved or unimproved land.
(b) Change of Use means any change of the permitted use of a premises determined by reference to the City’s Land Development Code, as amended from time to time, which Change of Use as a matter of law or practicality requires an increase of fifteen percent (15%) or more in the size of the Vehicular Use Areas associated with such premises.
(c) City Communication Network shall mean those frequencies necessary to conduct communications for law enforcement activities, for emergency medical treatment, for fire suppression, for carrying on the business of government, and for providing communication in time of hurricane and other disasters. The City’s police, fire, and emergency services providers shall determine the frequency range or ranges that must be supported.
(d) Large-Scale Building means any structure intended for human occupancy which is greater than three (3) stories or fifty (50) feet in height, or which has an assembly, mercantile, business or educational classification that exceeds fifteen thousand square feet in area, and an occupant content of greater than five hundred (500) persons.
(e) New Development means construction of improvements to essentially vacant land, regardless of whether pre-existing improvements have been removed from such land, that as a matter of law or practicality require one or more Vehicular Use Areas.
(f) Redevelopment means one or more expansions or renovations to one or more existing Buildings on a premises which in the aggregate will equal or exceed an aggregate expansion equal to or exceeding thirty-five percent (35%) of the total building square footage existing on August 27, 1998.

Sec. 8-172. Radio Support for City Communications Network required.
Buildings and structures shall not interfere with the City’s Communication Network. Existing developments shall be modified to accommodate the needs of the City’s communications network. No New Development, Redevelopment or Change of Use of any Large-Scale Building shall be permitted unless there is contained in the application for a building permit a certification by the applicant that he will modify or
enhance at his expense that building to eliminate any interference the development would create or otherwise accommodate and support the needs of the City's Communication Network.

(1) A blueprint showing the location of the installed system and associated antenna systems which includes a view showing building access to the amplification equipment; and
(2) Schematic drawings of the electrical, backup power, antenna system and any other associated equipment relative to the installed system including panel locations and labeling; and
(3) A technical compliance certificate completed and signed by the installer of the radio amplification system.

Sec. 8-173. Enforcement.
(a) Administration. The provisions of this Article shall be under the joint jurisdiction of the City's Building and Planning and Fire and Police Departments, and may be enforced by the Building Inspector, the Code Enforcement Officer, the Fire Chief or his designee, or any law enforcement officer. The Building Inspector, the Code Enforcement Officer, the Fire Chief or his designee, or any law enforcement officer shall have the right to enter onto property, after obtaining the property owner's consent or other lawful authority, to conduct field testing to be certain the required level of radio coverage is present to support the City's Communication Network.

(b) Penalty: Any person determined to have willfully failed to comply with any provision of this Article, or who knowingly makes any false statements, representations or certification in application, record, plan or other document filed or required to be maintained pursuant to this Article, shall be guilty of an offense punishable as provided in Section 1-12 of the City Code. Each day that such a violation or failure shall continue shall constitute a separate offense. This penalty is in addition to any other remedy available to the City.

Sec. 8-174. Determination of Nuisance.
(a) The City finds and determines that any occupation, use or maintenance of a Large Scale Building which does not support the City's Communication Network or which interferes with or causes interference with the ability of adjacent Large Scale Buildings to support the City's Communication Network constitutes a Nuisance under City Code Section 15-17(4).

(b) When the Building Inspector, Code Enforcement Officer, Fire Chief or any law enforcement officer verifies the existence of a nuisance, it shall be his duty to promptly prepare and submit to the city manager the notice and order required by this Article. The city manager, with assistance of the city attorney, shall determine the owner of record of the real estate upon which the nuisance is located, and send a notice and order of abatement thereto.

(c) The notice and order of the inspector shall require the installation of an in-building radio amplification system, and any other such measures as are reasonably necessary to abate the nuisance.

(d) The required notice and order shall be in writing, signed by the inspector, with an accurate description of the nuisance and a legal description of the real estate where it is located, including the street address, and shall state what the inspector orders to be done about the condition and the date within which the work ordered to be done is to be completed. The notice and order shall state that it may be appealed within thirty (30) days by written application to the inspector.

(e) It shall be the duty of the city manager to see that the notice and order required by this section are delivered to the interested parties by personal delivery or a copy thereof to the party to be notified, by leaving a copy at his usual place of abode with some person of the family above fifteen (15) years of age and informing that person of the contents thereof, by either registered or certified United States mail with return receipt requested, or if the name of any such party or his place of residence or his post office address cannot be ascertained after diligent search or in the event a notice sent by either registered or certified mail shall be returned undelivered and the person to be notified is not residing within the city, by publishing a copy thereof once a week for two (2) consecutive weeks in a newspaper of general circulation within the city. A copy of any such notice and order shall be posted in a conspicuous place at the City Hall and upon the Large Scale Building in question.

Sec. 8-175. Extension of time to comply.
Should the interested parties, through no fault of their own, be unable to complete compliance by the date ordered in the original notice and order nor by the extension date granted pursuant to Section 8-446(a), the interested parties may petition the City Council pursuant to Section 2-19 for an extension. The City Council may grant additional extensions of up to thirty (30) days each to abate the nuisance as merited by special hardship or unusual difficulty not caused by the interested parties.

Sec. 8-176. City action on failure to comply.
If the owner or other parties in interest shall fail to comply with an order made pursuant to the provisions of this article within the time therein fixed, the city, acting through the city manager, is authorized to abate the nuisance in accordance with the order, either with city forces or by independent contractor submitting the lowest and best bid.

Sec. 8-177. Assessment of cost of abatement; lien.
(a) Upon expiration of the thirty (30) day appeal period with no appeal having been taken, the city manager, after proceeding under this article, shall as often as may be convenient, report the action taken toward abatement of the nuisance by the city and the city council shall assess the entire cost of the action against the real property, which assessment, when made, shall constitute a lien upon the property by the city. The lien of the city shall encompass, in addition to the cost of abatement of the nuisance, all administrative, legal, postal and publication expenses as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes.
(b) The city clerk, after giving notice to the county tax collector, shall file a notice of the lien in the county's official record book showing the nature of the lien, the amount thereof, and an accurate legal description of the property, including the street address. The lien shall date from the date of filing and recite the names of all persons notified or interested parties. Any such lien shall bear interest from the date at the rate of ten (10) percent per annum for individuals and fifteen (15) percent for corporate owners and shall be enforceable, if unsatisfied after the expiration of two (2) years time from the date of filing any such notice of lien, as other liens may be enforced by the city. All such recorded liens shall be included in a tax deed sale and no such deed shall be issued unless full payment of principal and interest is received. Upon notice of an impending county tax deed sale, the tax collector shall request the clerk of the circuit court to collect all monies due the city for the lien, together with interest.

SECTION 3. From and after the effective date of this ordinance, Article III, Chapter 15 of the Code of Ordinances of the City of Panama City Beach, entitled "Standard Unsafe Building Abatement Code" is hereby REPEALED.

SECTION 4. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms
of lower potential for flood damage, there will be continued savings and benefits to consumers.

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

SECTION 6. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 7. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of ____________, 2016.

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

Published in the ___________________ on the ___ day of __________, 2016.

Posted on pcbgov.com on the ___ day of ________________, 2016.
REGULAR AGENDA

ITEM #8,

RESOLUTION 16-64
RESOLUTION 16-64

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT OF AN ADDITIONAL $35,000 FROM THE FDOT COMPREHENSIVE TRAFFIC ENFORCEMENT GRANT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has received notification of approval to an amendment of the City’s FDOT Comprehensive Traffic Enforcement Grant (CTEP) PT-16-12-01 for an additional amount of $35,000 for overtime salaries and benefits; and

WHEREAS, a budget amendment is necessary to reflect the increased revenue to be received from the grant, and the expenditure of for the purposes requested in the grant agreement.

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

1. The following budget amendment #21 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the revenue to be received from the CTEP Grant and its expenditure for the purposes stated therein.

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 _____________, 2016.

CITY OF PANAMA CITY BEACH

By __________________________

GAYLE F. OBERST, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK
To: Mario Gisbert  
City Manager

From: Drew R. Whitman  
Chief of Police

Date: March 28th, 2016

Subject: City Council Agenda Item – Budget Amendment FDOT Grant increase

I would like to respectfully request the following budget amendment be placed on the agenda for the upcoming City Council meeting on Thursday, April 14th, 2016, for consideration by the City Council.

I am requesting the City Council to approve a budget amendment in the amount of $35,000 to the PCBPD Comprehensive Traffic Enforcement Program subgrant (CTEP) PT-16-12-01. This increase of $35,000 was approved by the FDOT Safety Office on March 23, 2016, which brings the total grant award to $100,000 for overtime salaries and benefits for saturation enforcement activities.

Thank you for your consideration in this request.

Respectfully,

Drew R. Whitman  
Chief of Police

cc: City Council members  
Jo Smith  
Holly White
March 23, 2016

Chief Drew R. Whitman
City of Panama City Beach Police Department
17110 Firenzo Avenue
Panama City Beach, FL 32413

RE: PCBPD Comprehensive Traffic Enforcement Program
Project Number: PT-16-12-01
DOT Contract Number: G0515

Dear Chief Whitman:

This letter is in response to your attached request to amend the referenced highway safety subgrant, which will increase the award amount for this project from $65,000 to $100,000. It is understood that the changes requested on this project will contribute to your agency’s efforts in accomplishing the goals and objectives of the subgrant.

The modifications listed in your attached request are hereby approved and listed as Amendment #2 to the referenced subgrant. Please place copies of the amended pages and your amendment request letter that explains the changes in your permanent project file.

We look forward to continuing to work with you on this project. If you have any questions or need assistance, please contact Pete Cohen at (850) 414-4026.

Sincerely,

Chris Craig, CPM
Traffic Safety Administrator

CC: pc
Enclosures
To: Chris Craig
Traffic Safety Administrator

From: Chief Drew R. Whitman
Chief of Police

Date: March 21, 2016

Subject: CTEP PT-16-12-01 (contract #G0515) Fund Increase

Dear Mr. Chris Craig,

The Panama City Beach Police Department is requesting a $35,000 budget increase to the PCBPD Comprehensive Traffic Enforcement Program subgrant. This increase will continue to allow the Panama City Beach Police Department to work overtime in the area of traffic enforcement, which makes our roadways safer for all residents and visitors to our area.

We are requesting the following increases to the subgrant:

FROM | TO
---|---
Salary and Benefits | $65,000 | $100,000

Pages 1, 7, and 8 of the original subgrant agreement are replaced by the attachment numbered pages and made part of this agreement.

Sincerely,

Drew R. Whitman
Chief of Police
TO: SF961MK@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0515

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0515  Contract Type: GD  Method of Procurement: G
Vendor Name: CITY OF PANAMA
Vendor ID: VF596045116012
Beginning date of this Agmt: 10/27/15
Ending date of this Agmt: 09/30/16
Contract Total/Budgetary Ceiling: ct = 100000.00

************************************************************************
Description:
PT-16-12-01, PANAMA CITY BCH PD, Comprehensive Traffic Enforcement Program
************************************************************************

ORIG-CODE *EO *OBJECT *AMOUNT *PIN PROJECT *FCT *CPDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(63)/STATUS
************************************************************************

Action: SUPPLEMENTAL  Funds have been: APPROVED

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TOTAL AMOUNT: *$ 35,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 03/22/2016
**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS**

**For F.D.O.T Use Only**

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<tr>
<th>Project Number: PT-16-12-01</th>
<th>FDOT Contract Number: G0515</th>
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**Federal Funds Awarded:** $100,000.00

**Subgrant Award (Start) Date:** 10/27/2015

**Subgrant End Date:** 9/30/2016

**Revision Dates:** 1/15/2016, 5/31/2016, 9/30/2016

### Part I: GENERAL ADMINISTRATIVE INFORMATION

(See Instructions)

| 1. Project Title: PCBPD Comprehensive Traffic Enforcement Program |
| Total Cost: $100,000.00 |

| 2. Federal Funding: $100,000.00 | Match: $0.00 |

| 3. Subrecipient Agency: City of Panama City Beach |
| Address Line 1: 110 South Arnold Road |
| Address Line 2: |
| City: Panama City Beach |
| State: FL |
| Zip: 32413 |

| 4. Implementing Agency: Panama City Beach Police Department |
| Address Line 1: 17110 Firenzo Avenue |
| Address Line 2: |
| City: Panama City Beach |
| State: FL |
| Zip: 32413 |

| 5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6045116 |
| 6. DUNS Number: 018095984 |

| 7. Chief Financial Officer: Holly White |
| Address Line 1: 110 South Arnold Road |
| Address Line 2: |
| City: Panama City Beach |
| State: FL |
| Zip: 32413 |
| Telephone Number: (850) 233 - 5100 ext. |
| E-Mail Address: hwhite@pcbgov.com |

| 8. Project Director: Rich L. McClanahan, Captain |
| Address Line 1: 17110 Firenzo Avenue |
| Address Line 2: |
| City: Panama City Beach |
| State: FL |
| Zip: 32413 |
| Telephone Number: (850) 233 - 5000 ext. |
| E-Mail Address: rmcclanahan@beachpolice.org |

| Title: City Clerk |
| Address Line 1: 110 South Arnold Road |
| Address Line 2: |
| City: Panama City Beach |
| State: FL |
| Zip: 32413 |
| Telephone Number: (850) 233 - 5100 ext. |
| E-Mail Address: hwhite@pcbgov.com |

| 10. Project Activity Contact: Rich L. McClanahan |
| Title: Administrative Captain |
| Address Line 1: 110 South Arnold Road |
| Address Line 2: |
| City: Panama City Beach |
| State: FL |
| Zip: 32413 |
| Telephone Number: (850) 233 - 5000 ext. |
| E-Mail Address: rmcclanahan@beachpolice.org |

| 11. Payment Remittance Address: Holly White |
| Address Line 1: 110 South Arnold Road |
| Address Line 2: |
| City: Panama City Beach |
| State: FL |
| Zip: 32413 |
| Telephone Number: (850) 233 - 5100 ext. |
| E-Mail Address: hwhite@pcbgov.com |
Part III: PROJECT DETAIL BUDGET

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>NARRATIVE</th>
<th>TOTAL COST</th>
<th>FEDERAL FUNDS</th>
<th>MATCH</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel Services</td>
<td>Overtime Salary and Benefits for CTEP activities (benefits are defined as FICA and Pension)</td>
<td>$100,000</td>
<td>$100,000</td>
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<td>B. Contractual Services</td>
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<td>Subtotal</td>
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<td>C. Expenses</td>
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Amendment Number: 8 (FDOT Only)  
Effective Date: 03/23/16 (FDOT Only)
### Part III: PROJECT DETAIL BUDGET

**Project Title:** PCBPD Comprehensive Traffic Enforcement Program  
**Project Number:** PT-18-12-01  
**FDOT Contract Number:** G0515

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>NARRATIVE</th>
<th>TOTAL COST</th>
<th>FEDERAL FUNDS</th>
<th>MATCH</th>
</tr>
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<tbody>
<tr>
<td><strong>D. Operating Capital, Outlay</strong></td>
<td>$0</td>
<td>$0</td>
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<td>Subtotal</td>
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<tr>
<td><strong>E. Indirect Cost</strong></td>
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<td>Subtotal</td>
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<td><strong>Total Cost of Project</strong></td>
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Amendment Number: 2  
Effective Date: 03/23/11 (FDOT Only)
**CITY OF PANAMA CITY BEACH**

**BUDGET TRANSFER FORM BF-10**

<table>
<thead>
<tr>
<th>FUND ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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</thead>
<tbody>
<tr>
<td>TO 001-2101-521.14-10</td>
<td>Salaries Overtime</td>
<td>619,524.00</td>
<td>27,602.00</td>
<td>647,126.00</td>
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<tr>
<td>TO 001-2101-521.21-10</td>
<td>Taxes FICA</td>
<td>316,550.00</td>
<td>2,112.00</td>
<td>318,662.00</td>
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<tr>
<td>TO 001-2101-521.22-20</td>
<td>Retirement Sworn</td>
<td>504,605.00</td>
<td>5,286.00</td>
<td>509,891.00</td>
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<tr>
<td>TO 001-0000-331.20-40</td>
<td>Federal Grants CTEP</td>
<td>(65,000.00)</td>
<td>(35,000.00)</td>
<td>(100,000.00)</td>
</tr>
</tbody>
</table>

Check Adjustment Totals: 1,475,679.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To recognize a second amendment to the CTEP grant for an additional $35,000 and to appropriate the grant funds for overtime and related benefits.
REGULAR AGENDA

ITEM #9,

RESOLUTION 16-68
RESOLUTION NO. 16-68


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, and Resolution No. 98-6 adopted March 4, 1998, as amended and supplemented, and other applicable provisions of law.

SECTION 2. DEFINITIONS. Unless the context otherwise requires, the terms defined in this Section shall have the meanings specified in this Section. Words capitalized but not defined herein shall have the meaning set forth in the Original Resolution. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

“Additional Parity Obligations” shall mean additional obligations issued in compliance with the terms, conditions and limitations contained herein and which (i) shall have a lien on the Pledged Revenues equal to that of the Bonds, (ii) shall be payable from the Pledged Revenues on a parity with the Bonds, and (iii) shall rank equally in all other respects with the Bonds.

“Bank” shall mean Ameris Bank, Panama City Beach, Florida and its successors and assigns.

“Bonds” shall mean (i) the Parity Bonds and the Series 2016 Bond, and (ii) any Additional Parity Obligations issued hereafter in accordance with the provisions hereof.
"City Council" shall mean the City Council of the City of Panama City Beach, Florida, as the governing body of the Issuer.

"Escrow Agent" shall mean Regions Bank.

"Escrow Deposit Agreement" shall mean the escrow deposit agreement between the Issuer and the Escrow Agent in substantially such form as attached hereto as Exhibit "B".

"Financial Advisor" shall mean Public Financial Management, Inc.

"Issuer" shall mean the City of Panama City Beach, Florida.

"Loan Agreement" shall mean the Loan Agreement between the Issuer and the Bank, the form of which is attached hereto as Exhibit "A".

"Original Resolution" shall mean Resolution No. 98-6 adopted by the Issuer on March 4, 1998, as amended and supplemented.

"Parity Bonds" shall mean the Series 2012 Bonds and any unfunded Series 2009 Bonds.

"Paying Agent" shall mean, initially, the City Clerk of the City of Panama City Beach, Florida, or such other person as shall be appointed by the Issuer as registrar for the Series 2016 Bond.

"Pledged Revenues" shall mean collectively, (i) the Net Revenues of the System, (ii) the Sewer System Development Charges, (iii) the Water System Development Charges, (iv) until released as provided herein, the Public Service Taxes, and (v) the moneys on deposit in the various funds and accounts created pursuant to the Loan Agreement and the Original Resolution, with the exception of the Rebate Fund.

"Refunded Bonds" shall mean all or a portion of the remaining outstanding Series 2009 Bonds.

"Registrar" shall mean, initially, the City Clerk of the City of Panama City Beach, Florida, or such other person as shall be appointed by the Issuer as registrar for the Series 2016 Bond.

"Resolution" shall mean this Resolution.

"Series 2009 Bonds" shall mean the remaining outstanding $28,725,000 City of Panama City Beach, Florida Utility Revenue Bonds, Series 2009 authorized pursuant to Resolution No. 09-87.

"Series 2012 Bonds" shall mean the remaining outstanding $20,910,000 City of Panama City Beach, Florida Utility System Refunding Revenue Bonds, Series 2012 authorized pursuant to Resolution No. 12-56.
"Series 2016 Bond" shall mean the not to exceed $25,000,000 City of Panama City Beach, Florida Utility Revenue Refunding Bond, Series 2016 authorized pursuant to this Resolution.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The City Council determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to borrow funds to advance refund the Refunded Bonds and to pay the costs of issuance related thereto (the "Loan") and received proposals from a number of financial institutions in response to the Issuer's request for proposals dated February 29, 2016.

(B) The City Council hereby determines, based on recommendations from its Financial Advisor and staff, that the proposal from Ameris Bank dated March 24, 2016 (the "Commitment") contains the terms and provisions that are most favorable for the Issuer.

(C) Amounts due under the Loan will be evidenced by the issuance by the Issuer of the Series 2016 Bond and the Loan Agreement.

(D) It is in the public interest and a valid and proper public purpose to enter into the Loan to advance refund the Refunded Bonds.

(E) The Bank's offer to provide the Loan to the Issuer in an amount not to exceed $25,000,000 at the terms set forth in the Loan Agreement, as defined herein, is the best proposal to refund the Refunded Bonds.

(F) The Issuer has previously issued the Parity Bonds pursuant to the Original Resolution, and pledged the Pledged Revenues to the payment thereof.

(G) The Pledged Revenues are not now pledged or encumbered in any manner, except to the payment of the Parity Bonds. The Series 2016 Bond shall be payable from a lien on the Pledged Revenues equal and ratable to the lien on the Parity Bonds. However, the Water System Development Charges and the Sewer System Development Charges are pledged to the Issuer's certain non-interest bearing revenue certificates more specifically identified as: (a) Water and Sewer Revenue Certificate dated February 20, 2002, in the original principal amount of $431,834; (b) Water Revenue Certificate dated July 10, 2003, in the original principal amount of $71,550; (c) Sewer Revenue Certificate dated August 19, 2003, in the original principal amount of $142,993; (d) Sewer Revenue Certificate dated August 12, 2004, in the original principal amount of $203,385; (e) Water Revenue Certificate dated September 9, 2004, in the original principal amount of $96,430; (f) Sewer Revenue Certificate dated March 9, 2006, in the original principal amount of $100,000; (g) Sewer Revenue Certificate dated March 9, 2006, in the original principal amount of $490,500; (h) Sewer Revenue Certificate dated March 9, 2006, in the original principal amount of $670,414; (i) Water Revenue Certificate dated April 13, 2006, in the original principal amount of $68,494; (j) Sewer Revenue Certificate dated April 13, 2006, in the original principal amount of $239,795; (k) Sewer Revenue Certificate dated November 13, 2008 in the original principal amount of $18,357.22; (l)
Water Revenue Certificate dated April 6, 2009, in the original principal amount of $212,496.36; (m) Water Revenue Certificate dated February 11, 2010, in the original principal amount of $143,950; (n) Sewer Revenue Certificate dated August 8, 2013, in the original principal amount of $12,432; and (o) Sewer Revenue Certificate dated June 15, 2015 in the original principal amount of $250,626.09 (collectively, the "Outstanding Obligations"); and the lien on the Water System Development Charges and the Sewer System Development Charges on the Outstanding Obligations is junior and subordinate to the lien on the Bonds.

(H) The estimated Pledged Revenues will be sufficient to pay all of the principal of and interest on the Series 2016 Bond and the Parity Bonds, as the same become due, and to make all required deposits or payments required by this Resolution and the Original Resolution.

(I) The principal of and interest on the Series 2016 Bond and all required reserve and other payments shall be payable solely from the Pledged Revenues, as provided in the Original Resolution and in this Resolution. The Issuer shall never be required to levy ad valorem taxes on any property therein to pay the principal of and interest on the Series 2016 Bond or to make any of the required reserve or other payments and such Series 2016 Bond shall not constitute a lien upon any properties owned by or located within the boundaries of the Issuer or upon any property other than the Pledged Revenues.

(J) The costs associated with issuance of the Series 2016 Bond shall be deemed to include fees and expenses outlined on Exhibit "E" for the financing herein authorized.

(K) Because of the characteristics of the security pledged to repay the Loan, prevailing conditions in the financial markets, it is in the best interest of the Issuer to accept the offer of the Bank to enter into the Loan Agreement and purchase the Series 2016 Bond at a private negotiated sale. Prior to the issuance of the Series 2016 Bond, the Issuer shall have received from the Bank a Purchaser's Certificate, the form of which is attached hereto as Exhibit "C" and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit "D".

(L) Due to the present instability in the market for tax-exempt obligations, the critical importance of the timing of the sale of the Series 2016 Bond, the Issuer deems it in the best interest of the public and the Issuer to sell the Series 2016 Bond at a negotiated sale to the Bank, if certain conditions set forth in this Resolution are satisfied.

(M) The Series 2016 Bond shall constitute "Refunding Bonds" under the Original Resolution and all covenants, provisions and conditions contained in the Original Resolution relating to "Refunding Bonds" shall apply to the Series 2016 Bond, as applicable.

(N) A portion of the proceeds derived from the sale of the Series 2016 Bond, together with other legally available moneys, if any, of the Issuer, shall be deposited to a special escrow deposit fund to purchase Acquired Obligations which shall be sufficient, together with the
investment earnings therefrom and a cash deposit, if any, to pay the Refunded Bonds as the same become due and payable or are redeemed prior to maturity, all as provided herein and in the Escrow Deposit Agreement.

SECTION 4. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2016 Bond authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holder. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holder of the Series 2016 Bond.

SECTION 5. AUTHORIZATION OF REFUNDING. The advance refunding of the Refunded Bonds is hereby authorized and approved.

SECTION 6. AUTHORIZATION OF SERIES 2016 BOND. Subject and pursuant to the provisions hereof, obligations of the Issuer to be known as the "Utility Revenue Refunding Bond, Series 2016," are authorized to be issued in the aggregate principal amount of not exceeding $25,000,000, which shall secure amounts outstanding under the Loan Agreement. The aggregate principal amount of the Series 2016 Bond shall not exceed $25,000,000, the final maturity of the Series 2016 Bond shall not be later than June 1, 2036, and there shall be a net present value debt service savings of not less than 5.0% of Refunded Bonds par amount. The Series 2016 Bond shall bear interest at a fixed rate equal to 2.78% per annum, calculated on a 30/360 day basis, and shall be dated the date of delivery. Interest shall be payable semiannually commencing June 1, 2016 and on each December 1 and June 1 thereafter to June 1, 2036. Principal on the Series 2016 Bond will be payable annually commencing on June 1, 2017 and on each June 1 thereafter to June 1, 2036. Debt service on the Series 2016 Bond shall be due and paid as set forth on Schedule I attached to the Series 2016 Bond.

SECTION 7. AUTHORIZATION OF LOAN AGREEMENT. To provide for the security of the Series 2016 Bond and to express the contract between the Issuer and the holder thereof, the Issuer does hereby authorize the execution and delivery on behalf of the Issuer by the Mayor and City Manager under the seal of the Issuer, attested by the Clerk, of the Loan Agreement. The Loan Agreement shall be in substantially the form attached hereto and marked Exhibit "A" and is hereby approved, with such changes therein as shall be approved by any of the authorized officers executing the same, with such execution constituting conclusive evidence of such officer's approval and the Issuer's approval of any changes therein to the form of the Loan Agreement attached hereto. Subject and pursuant to the provisions of this Resolution and the terms and provisions of the Loan Agreement, there is hereby authorized to be issued the Series 2016 Bond to evidence the Issuer's obligations under the Loan Agreement.

SECTION 8. PROVISIONS FOR REDEMPTION. The Series 2016 Bond shall be subject to redemption prior to its maturity, at the option of the Issuer, at such times and in such manner as shall be fixed by the Loan Agreement.
SECTION 9. APPLICATION OF SERIES 2016 BOND PROCEEDS. The proceeds received from the sale of the Series 2016 Bond shall be applied by the Issuer simultaneously with the delivery of such Series 2016 Bond to the purchaser thereof, as follows:

(A) A sum as specified in the Escrow Deposit Agreement which, together with other funds described therein, will be sufficient to pay, on the date of redemption, the principal of, interest, premium, if any, and other costs and obligations incurred with respect to the Refunded Bonds as the same shall become due or are redeemed and to pay the expenses, if any, specified in the Escrow Deposit Agreement, shall be deposited into the Escrow Account established in the Escrow Deposit Agreement.

(B) A sufficient amount of the Series 2016 Bond proceeds shall be applied to the payment of costs and expenses, including, but not limited to costs and expenses as shown on Exhibit “E”, relating to the issuance of the Series 2016 Bond which must be paid upon delivery of the Series 2016 Bond.

(C) Any remaining moneys from the Series 2016 Bond shall be used for the purposes permitted by law.

SECTION 10. COVENANTS OF THE ISSUER. For so long as any of the principal of and interest on any of the Series 2016 Bond shall be outstanding and unpaid or until the Issuer has made provision for payment of principal, interest and redemption premiums, if any, with respect to the Series 2016 Bond, the provisions of Section 20 of the Original Resolution shall apply to the Series 2016 Bond.

All terms, conditions, covenants and agreements of the Original Resolution, except to the extent that the same are modified and/or amended and/or supplemented hereby or deemed to specifically apply to the Series 1998 Bonds, are ratified and confirmed and are declared to be and shall be and shall remain in full force and effect and shall apply in all respects to this Resolution and to the Series 2016 Bond. Sections 31 and 32 of the Original Resolution shall not apply to the Series 2016 Bond.

SECTION 11. SALE OF SERIES 2016 BOND. The offer of Ameris Bank to purchase the Series 2016 Bond is hereby accepted, and the sale of the Series 2016 Bond is hereby awarded to the Bank. Sale of the Series 2016 Bond is subject to satisfaction of the conditions precedent of the Bank, the satisfaction of which shall be evidenced by acceptance of the Series 2016 Bond and payment therefor by the Bank.

SECTION 12. TAX COVENANTS. (A) The Issuer shall not use or permit the use of any proceeds of the Series 2016 Bond or any other funds of the Issuer, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Issuer with respect to the Series 2016 Bond in any manner, and shall not take or permit to be taken
any other action or actions, which would cause any Series 2016 Bond to be "private activity bonds" within the meaning of Section 141 or an "arbitrage bond" within the meaning of Section 148, or "federally guaranteed" within the meaning of Section 149(b), of the Internal Revenue Code of 1986, as amended (in this Section called the "Code"), or otherwise cause interest on the Series 2016 Bond to become subject to federal income taxation.

(B) The Issuer shall at all times do and perform all acts and things permitted by law and this Resolution which are necessary or desirable in order to assure that interest paid on the Series 2016 Bond will be excluded from gross income for purposes of federal income taxes and shall take no action that would result in such interest not being so excluded.

(C) The Issuer shall pay or cause to be paid to the United States Government any amounts required by Section 148(f) of the Code and the regulations thereunder (the "Regulations"). In order to ensure compliance with the rebate provisions of Section 148(f) of the Code with respect to any Series 2016 Bond for which the Issuer intends on the date of issuance thereof to be excluded from gross income for purposes of federal income taxation, the Issuer has created the "City of Panama City Beach Utility System Rebate Fund" under the Original Resolution (hereinafter the "Rebate Fund") to be held by the Issuer. The Rebate Fund need not be maintained so long as the Issuer timely satisfies its obligation to pay any rebatable earnings to the United States Treasury; however, the Issuer may, as an administrative convenience, maintain and deposit funds in the Rebate Fund from time to time. Any moneys held in the Rebate Fund shall not be considered Pledged Revenues and shall not be pledged in any manner for the benefit of the holders of the Series 2016 Bond. Moneys in the Rebate Fund (including earnings and deposits therein) shall be held for future payment to the United States Government as required by the Regulations and as set forth in instructions of Bond Counsel delivered to the Issuer upon issuance of such Series 2016 Bond.

SECTION 13. REDEMPTION OF REFUNDED BONDS. (A) The Issuer hereby irrevocably elects, effective upon and only upon the issuance of the Series 2016 Bond, that the Refunded Bonds shall be defeased and called for redemption in accordance with the Escrow Deposit Agreement.

(B) The Paying Agent for the Refunded Bonds is hereby authorized to provide written notice of such defeasance and redemption to the registered owners of such Refunded Bonds and to any Bondholder whose name and address are on file with the Paying Agent for the Refunded Bonds. The Escrow Agent is hereby authorized and directed to publish the notice of redemption, if required.

(C) PFM Asset Management LLC is authorized to subscribe for United States Treasury Obligations — State and Local Government Series or to arrange for the purchase, from funds available for such purpose pursuant to the terms hereof, of other United States Treasury obligations or obligations fully guaranteed by the United States of America to the extent necessary to accomplish the defeasance and refunding of the Refunded Bonds.
SECTION 14. TRANSFER OF FUNDS. On the date of issuance of the Series 2016 Bond, the Issuer may transfer moneys on deposit in the various funds and accounts created for the benefit of the Refunded Bonds to the Escrow Agent to be held on behalf of the Issuer and to be used pursuant to the terms of the Escrow Deposit Agreement, in such amounts as shall be approved by a certificate to be executed by the Mayor.

SECTION 15. APPOINTMENT OF ESCROW AGENT AND APPROVAL OF ESCROW DEPOSIT AGREEMENT. Regions Bank, is hereby appointed as Escrow Agent for the Refunded Bonds. Simultaneously with the delivery of the Series 2016 Bond, the Issuer shall enter into an Escrow Deposit Agreement in substantially the form attached hereto as Exhibit “B”. The Mayor and City Manager under the seal of the Issuer, attested by the Clerk are hereby authorized to enter into any agreements with such Escrow Agent, which may be necessary to reflect the obligation of such Escrow Agent to accept and perform the respective duties imposed upon each and to effectuate the transactions contemplated by this Resolution, the Loan Agreement and the Original Resolution.

SECTION 16. VERIFICATION AGENT. Robert Thomas CPA, LLC is hereby appointed to serve as verification agent with respect to the defeasance and refunding of the Refunded Bonds.

SECTION 17. DEFAULTS; EVENTS OF DEFAULT AND REMEDIES. The provisions of Section 21 of the Original Resolution shall apply to the Series 2016 Bond.

SECTION 18. AMENDING AND SUPPLEMENTING OF RESOLUTION WITHOUT CONSENT OF HOLDERS OF SERIES 2016 BOND. The provisions of Section 22 of the Original Resolution shall apply to the Series 2016 Bond.

SECTION 19. AMENDMENT OF RESOLUTION WITH CONSENT OF HOLDERS OF SERIES 2016 BOND. The provisions of Section 23 of the Original Resolution shall apply to the Series 2016 Bond.

SECTION 20. GOVERNMENTAL REORGANIZATION. Notwithstanding any other provisions of this Resolution, this Resolution shall not prevent any lawful reorganization of the governmental structure of the Issuer, including a merger or consolidation of the Issuer with another public body or the transfer of a public function of the Issuer to another public body, provided that any reorganization which affects the System shall provide that the System shall be continued as a single enterprise and that any public body which succeeds to the ownership and operation of the System shall also assume all rights, powers, obligations, duties and liabilities of the Issuer under this Resolution and pertaining to the Series 2016 Bond.

SECTION 21. AMENDMENT OF ORIGINAL RESOLUTION. The Original Resolution is hereby amended as follows:

(A) Section 2. Definitions.
"Reserve Requirement" shall be the lesser of (i) the Maximum Bond Service Requirement with respect to Bonds secured by the Reserve Fund, (ii) 125% of the Average Annual Bond Service Requirement with respect to Bonds secured by the Reserve Fund, or (iii) the largest amount as shall not adversely affect the exclusion of interest on the Bonds from gross income for Federal income tax purposes with respect to Bonds secured by the Reserve Fund; provided, however, the Issuer may establish by Supplemental Resolution adopted prior to the issuance of a Series of Bonds a different or no Reserve Requirement for a subaccount of the Reserve Fund which secures such Series of Bonds pursuant to Section 20(B)(2) hereof.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 22 and 23 hereof.

(B) Section 20(B)(2) is hereby amended as follows:

(2) To the extent that the amounts on deposit in the Reserve Fund are less than the applicable Reserve Requirement, the Issuer shall next make deposits into the Reserve Fund in the manner described below from moneys remaining in the Revenue Fund. Any withdrawals from the Reserve Fund shall be subsequently restored from the first moneys available in the Revenue Fund, after all required current payments for Cost of Operation and Maintenance as set forth above and all current applications and allocations to the Bond Service Fund, including all deficiencies for prior payments have been made in full. Notwithstanding the foregoing, in case of withdrawal from the Reserve Fund, in no event shall the Issuer be required to deposit into the Reserve Fund an amount greater than that amount necessary to ensure that the difference between the Reserve Requirement and the amounts on deposit in the Reserve Fund on the date of calculation shall be restored not later than sixty (60) months after the date of such deficiency (assuming equal monthly payments into the Reserve Fund for such sixty (60) month period).

Upon the issuance of any Additional Parity Obligations under the terms, limitations and conditions as herein provided, the Issuer may, on the date of delivery of such Additional Parity Obligations, increase the sum required to be accumulated and maintained on deposit in the Reserve Fund to be at least equal to the Reserve Requirement on all Outstanding Bonds secured by such Reserve Fund including the Additional Parity Obligations then issued. Such required sum may be paid in full or in part from the proceeds of such Additional Parity Obligations or may be accumulated in equal monthly payments to the Reserve Fund over a period of months from the date of issuance of the Additional Parity Obligations, which shall not exceed the greater of (a) twelve (12) months, or (b) the number of months for which interest on such Additional Parity Obligations has been capitalized, as determined by Supplemental Resolution. In the event moneys in the Reserve Fund are accumulated as provided above, (i) the amount in said Reserve Fund on the date of delivery of the Additional Parity Obligations shall not be less than the Reserve Requirement on all Bonds Outstanding secured by such Reserve Fund (excluding the Additional Parity Obligations).
Obligations) on such date, and (ii) the incremental difference between the Reserve Requirement on all Bonds Outstanding secured by such Reserve Fund (excluding the Additional Parity Obligations) on the date of delivery of the Additional Parity Obligations and the Reserve Requirement on all such Bonds and the Additional Parity Obligations shall be twenty-five percent (25%) funded upon delivery of the Additional Parity Obligations.

Notwithstanding anything herein to the contrary, the Issuer may also establish a separate subaccount in the Reserve Fund for any one or more Series of Bonds and provide a pledge of such subaccount to the payment of such Series of Bonds apart from the pledge provided herein. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Fund, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Fund. Moneys in a separate subaccount of the Reserve Fund shall be maintained at the Reserve Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Requirement relating to such separate subaccount of the Reserve Fund at such level as the Issuer deems appropriate. Moneys shall be deposited in the separate subaccounts in the Reserve Fund on a pro-rata basis.

Notwithstanding the foregoing, in lieu of or in substitution for the required deposits into the Reserve Fund, the Issuer may cause to be deposited into the Reserve Fund a bond insurance policy issued by a reputable and recognized municipal bond insurer, a letter of credit rated in one of the two highest categories by nationally recognized rating agencies, a surety bond acceptable to any company issuing a policy of municipal bond insurance guaranteeing the payment of principal and interest on such Series of Bonds or any combination thereof (collectively, “Reserve Fund Instruments”), in an amount equal to the difference between the Reserve Requirement and the sums then on deposit in the Reserve Fund plus the amounts to be deposited therein pursuant to the preceding paragraph.

In the event the Reserve Fund contains both a Reserve Instrument and cash, the cash shall be drawn down completely prior to any draw on a Reserve Fund Instrument. In the event more than one Reserve Fund Instrument is on deposit in the Reserve Fund, amounts required to be drawn thereon shall be done on a pro-rata basis calculated by reference to the maximum amounts available thereunder.

If five (5) days prior to an interest payment date, principal payment date or date an Amortization Installment is due or such other period of time as shall be established pursuant to a Supplemental Resolution, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest, principal or Amortization Installment due on the Bonds on such date, the Issuer shall immediately notify (1) the issuer of the applicable Reserve Fund Instrument and submit a demand for payment pursuant to the provisions of such Reserve Fund Instrument, and (2) the Paying Agent of the amount of such deficiency and the date on which such payment is
due, and shall take all action to cause such issuer to provide moneys sufficient to pay all amounts due on such interest payment date.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Fund Instrument by executing and delivering a reimbursement agreement therefore which evidences a reimbursement obligation; provided, however, any reimbursement agreement (1) shall not be or create a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (2) shall be payable or obligate the Issuer to pay solely from the Pledged Revenues in a manner which is not inconsistent with the terms hereof.

If any Reserve Fund Instrument shall terminate prior to the stated expiration date thereof, the Issuer agrees that it shall fund the Reserve Fund over a period not to exceed twelve (12) months during which it shall make consecutive equal monthly payments in order that the amount on deposit in the Reserve Fund shall equal the Reserve Requirement; provided, the Issuer may obtain a new Reserve Fund Instrument in lieu of making the payments required by this paragraph.

Moneys in the Reserve Fund and subaccounts therein shall be used only for the purpose of the payment of Amortization Installments, principal of, or interest on the Outstanding Bonds secured thereby when the other moneys allocated to the Bond Service Fund are insufficient therefor, and for no other purpose.

Permitted Investments on deposit in the Reserve Fund shall be valued at cost. In the event of the refunding of any Series of Bonds, the Issuer may withdraw from the Reserve Fund or subaccount securing such Series, all or any portion of the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts as required by the resolution authorizing the refunding of such Series of Bonds; provided that such withdrawal shall not be made unless (a) immediately thereafter, the Bonds being refunded shall be deemed to have been paid pursuant to the provisions hereof, and (b) the amount remaining in the Reserve Fund after giving effect to the issuance of such refunding obligations and the disposition of the proceeds thereof shall not be less than the Reserve Requirement for any Bonds then Outstanding which are secured thereby. Any excess moneys on deposit in the Reserve Fund shall be transferred by the Issuer to the Bond Service Fund.

(C) Pursuant to the Original Resolution, the Issuer is authorized to establish a separate account within the Reserve Fund for the benefit of the Series 2016 Bonds. The Issuer hereby elects to establish such account. The Reserve Requirement for the Series 2016 Bonds shall be zero, therefore no Reserve Account would be required for the Series 2016 Bonds.
(D) Notwithstanding anything herein, the above amendments shall take effect upon the defeasance or redemption of all Series 2009 Bonds and Series 2012 Bonds. Any moneys remaining in the Reserve Fund on the date of final payment of the Series 2009 Bonds and the Series 2012 Bonds shall be released and used for the final payment of such Series 2009 Bonds or Series 2012 Bonds, whichever is later.

The Holder of the Series 2016 Bond hereby consents to such amendments by the purchase of such Series 2016 Bonds.

SECTION 22. GENERAL AUTHORITY. The members of the City Council of the Issuer and the Issuer’s officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2016 Bond and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel.

SECTION 23. NO THIRD PARTY BENEFICIARIES. Except such other Persons as may be expressly described herein or in the Series 2016 Bond, nothing in this Resolution, or in the Series 2016 Bond, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer and the Holder any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Series 2016 Bond, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holder.

SECTION 24. NO PERSONAL LIABILITY. Neither the members of the City Council of the Issuer nor any person executing the Series 2016 Bond shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 25. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid or shall in any manner be held to adversely affect the validity of the Series 2016 Bond, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Series 2016 Bond issued hereunder.
SECTION 26. EFFECTIVE DATE. The provisions of this Resolution shall take effect immediately upon its passage.

ADOPTED this _____ day of April, 2016.

(SEAL)

ATTEST:

By: ____________________________
   Mayor

By: ____________________________
   Clerk

By: ____________________________
   City Manager
EXHIBIT "A"

FORM OF LOAN AGREEMENT
LOAN AGREEMENT

by and between

CITY OF PANAMA CITY BEACH, FLORIDA

and

AMERIS BANK

Dated as of _____, 2016

relating to

CITY OF PANAMA CITY BEACH, FLORIDA
UTILITY REVENUE REFUNDING BOND, SERIES 2016
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EXHIBIT A- FORM OF SERIES 2016 BOND
LOAN AGREEMENT

This LOAN AGREEMENT is made and entered into as of ___, 2016 by and between CITY OF PANAMA CITY BEACH, FLORIDA (the "Issuer"), and AMERIS BANK, and its successors and assigns.

WITNESSETH:

WHEREAS, the City Council of the City of Panama City Beach, Florida previously adopted Resolution No. 98-6 on March 4, 1998, as amended and supplemented (the "Original Resolution"); and

WHEREAS, pursuant to the Original Resolution, the Issuer previously issued its Refunded Bonds; and

WHEREAS, on April ___, 2016, the Issuer adopted Resolution No. ___ authorizing the issuance of its Utility Revenue Refunding Bond, Series 2016 to (i) advance refund the Refunded Bonds and (ii) pay the costs of issuance of the Series 2016 Bond; and

WHEREAS, the City Council determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to borrow funds to refund the Refunded Bonds and to pay the costs of issuance related thereto; and

WHEREAS, the Issuer received and accepted the commitment of Ameris Bank to provide a loan to the Issuer in an aggregate principal amount of $[_____] for the purpose of refunding the Refunded Bonds and paying the costs of issuance of the Series 2016 Bond; and

WHEREAS, the Series 2016 Bond will be secured by a lien on the Pledged Revenues (as defined in the Original Resolution) on parity and equal status with the Issuer's outstanding Parity Bonds; and

WHEREAS the debt service on the Series 2016 Bond shall be payable solely from and secured by the Pledged Revenues in accordance with the Original Resolution; and

WHEREAS, all or a portion of the proceeds from the sale of Series 2016 Bond will be deposited in an escrow fund pursuant to the terms of an Escrow Deposit Agreement between the Issuer and the escrow agent named therein and used to redeem the Refunded Bonds maturing on or after [_____] on the redemption date provided therein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

AGENDA ITEM #9
SECTION 1. DEFINITIONS. Capitalized terms used in this Loan Agreement and not defined in this Section 1 shall have the meaning assigned in the Original Resolution. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"Act" means Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, as amended, the Charter of the Issuer, and other applicable provisions of law.

"Authorized Issuer Representative" means the Mayor, the City Manager, the Finance Director or their designees.

"Bank" shall mean Ameris Bank and its successors and assigns.

"Bank's Counsel" means Upchurch, Bailey & Upchurch, P.A.

"Bond Counsel" means Bryant Miller Olive P.A.

"Bond Resolution" means collectively, the Original Resolution and the Resolution.

"Business Day" means any day of the year other than a day on which the Bank or the Issuer are lawfully closed for business.

"City Council" means the City Council of the Issuer, as the governing body of the Issuer.

"City Manager" means the City Manager of the Issuer or his or her designee.

"Clerk" means the City Clerk of the Issuer or his or her designee.


"Commitment" means the Commitment of the Bank, dated April 4, 2016.

"Date of Delivery" means April __, 2016.

"Default Rate" shall mean not to exceed 2.00% above the stated Interest Rate, provided such rate shall not exceed the highest rate of interest allowed by applicable law.

"Default" means an Event of Default as defined and described in the Original Resolution.

"Finance Director" means the Finance Director of the Issuer or his or her designee.


"Fiscal Year" means the period from each October 1 to the succeeding September 30.
"Interest Payment Date" means each June 1 and December 1, commencing June 1, 2016 through and including the Maturity Date.

"Interest Rate" means the rate of interest payable on the Series 2016 Bond described in Section 4 hereof and in the Form of Series 2016 Bond attached hereto as Exhibit A.

"Issuer" means the City of Panama City Beach, Florida, a municipal corporation of the State of Florida.

"Loan" shall collectively refer to an amount equal to the aggregate principal amount of not to exceed $[_________] loaned by the Bank to the Issuer pursuant to and in accordance with this Loan Agreement.

"Loan Agreement" means this Loan Agreement between the Bank and the Issuer setting forth the terms and details of the Loan.

"Maturity Date" means June 1, 2036.

"Mayor" means the Mayor of the Issuer.

"Paying Agent" means the Issuer.

"Payment Date" means both the Interest Payment Dates and the Principal Payment Dates.

"Person" or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

"Pledged Revenues" shall mean collectively, (i) the Net Revenues of the System, (ii) the Sewer System Development Charges, (iii) the Water System Development Charges, (iv) until released as provided herein, the Public Service Taxes, and (v) the moneys on deposit in the various funds and accounts created pursuant to the Loan Agreement and the Original Resolution, with the exception of the Rebate Fund.

"Principal Amount" means $[_________] Dollars ($[_________]).

"Principal Payment Date" means each June 1, commencing June 1, 2017 and continuing through the Maturity Date.

"Register" means the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Series 2016 Bond.

"Registered Owner" means the person in whose name the ownership of the Series 2016 Bond is registered on the books maintained by the Registrar. The initial Registered Owner shall be the Bank.
"Registrar" means the Person maintaining the Register. The Registrar shall initially be the Clerk.

"Regulations" means the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code.

"Resolution" means Resolution No. ______, adopted by the City Council on April _____, 2016.

"Series 2016 Bond" means City of Panama City Beach, Florida Utility Revenue Refunding Bond, Series 2016, substantially in the form attached hereto as Exhibit A, evidencing the Loan authorized herein.

"State" means the State of Florida.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Loan Agreement and all the terms and provisions hereof (a) have been negotiated between the Issuer and the Bank; (b) shall not be construed strictly in favor of or against either party hereto; and (c) shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE LOAN.

A. Loan. The Bank hereby makes and the Issuer hereby accepts the Loan, upon the terms and conditions set forth herein.

B. Disbursement of Proceeds. Proceeds of the Loan shall be made available by the Bank to the Issuer by deposit of the amount thereof to or for the order of the Issuer by 2:00 p.m. on the Date of Delivery.

SECTION 4. DESCRIPTION OF SERIES 2016 BOND. The obligation of the Issuer to repay the Loan shall be evidenced by the Series 2016 Bond. The Series 2016 Bond shall be dated as of the Date of Delivery; shall mature on the Maturity Date; and shall be in registered form.

The Series 2016 Bond shall bear interest from the Date of Delivery until payment of the entire outstanding principal amount due thereon. The Interest Rate on the Series 2016 Bond shall be a fixed rate of interest equal to 2.78% per annum. Interest on the Series 2016 Bond shall be calculated using a 360-day year consisting of twelve 30-day months.

Interest on the Series 2016 Bond shall be paid semiannually on each Interest Payment Date, commencing June 1, 2016. On each Principal Payment Date, the Issuer shall pay an annual installment of the outstanding principal amount due on the Series 2016 Bond in the
The principal of and the interest on the Series 2016 Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The interest and principal on the Series 2016 Bond shall be payable by the Paying Agent on each Payment Date to the person appearing on the registration books of the Issuer hereinafter provided for as the registered Holder thereof, by check or by wire transfer as the same shall become due and payable.

Upon the occurrence of an Event of Default, the Interest Rate on the Series 2016 Bond shall be adjusted to the Default Rate until such time as the Event of Default has been cured by the Issuer. Any payment due on the Series 2016 Bond and not paid within ten (10) days of the date due shall be subject to a late payment fee of five percent (5.00%) of the payment amount not received when due.

SECTION 5. EXECUTION OF SERIES 2016 BOND. The Series 2016 Bond shall be signed by, or bear the facsimile signatures of the Mayor of the Issuer and the City Manager of the Issuer and shall be attested by, or bear the facsimile signature of, the Clerk and a facsimile of the official seal of the Issuer shall be imprinted on the Series 2016 Bond.

In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2016 Bond shall cease to be such officer before the delivery of such Series 2016 Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if such person has remained in office until such delivery. The Series 2016 Bond may bear the facsimile signature of or may be signed by such persons who, at the actual time of the execution of such Series 2016 Bond, shall be the proper officers to sign such Series 2016 Bonds although, at the date of such Series 2016 Bond, such persons may not have been such officers.

SECTION 6. REGISTRATION AND TRANSFER OF SERIES 2016 BOND. The Registrar shall keep books for the registration of and for the registration of transfers of the Series 2016 Bond as provided in this Loan Agreement. The transfer of the Series 2016 Bond may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the Issuer shall execute and the Registrar shall authenticate and deliver in exchange for such Series 2016 Bond, a new Series 2016 Bond registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such Series 2016 Bond so surrendered.

In all cases in which the Series 2016 Bond shall be exchanged, the Issuer shall execute and the Registrar shall authenticate and deliver, at the earliest practicable time, a new Series
2016 Bond of the same type in accordance with the provisions of this Loan Agreement. The Series 2016 Bond surrendered in such exchange or registration of transfer shall forthwith be canceled by the Registrar. The Issuer or the Registrar may make a charge for every such exchange or registration of transfer of the Series 2016 Bond sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to the Bondholder for the privilege of exchanging or registering the transfer of the Series 2016 Bond under the provisions of this Loan Agreement. The Series 2016 Bond shall only be transferred in whole and upon the execution of a Purchaser's Certificate, in substantially the form approved by the Resolutions.

SECTION 7. SERIES 2016 BOND MUTILATED, DESTROYED, STOLEN OR LOST. In case the Series 2016 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion cause to be executed, and the Registrar shall authenticate and deliver, a new Series 2016 Bond of like date and tenor as the Series 2016 Bond so mutilated, destroyed, stolen or lost in exchange and substitution for such mutilated Series 2016 Bond upon surrender and cancellation of such mutilated Series 2016 Bond or in lieu of and substitution for the Series 2016 Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer and the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. The Series 2016 Bond so surrendered shall be canceled by the Issuer. If the Series 2016 Bond shall have matured or be about to mature, instead of issuing a substitute Series 2016 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2016 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2016 Bond issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Series 2016 Bond be at any time found by anyone, and such duplicate Series 2016 Bond shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as the Series 2016 Bond issued hereunder.

SECTION 8. FORM OF SERIES 2016 BOND. The Series 2016 Bond shall be in substantially the form attached hereto as Exhibit "A", with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Loan Agreement or the Resolution.

SECTION 9. SECURITY FOR SERIES 2016 BOND; SERIES 2016 BOND NOT DEBT OF THE ISSUER. The Series 2016 Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of the State of Florida, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues equal and ratable to the lien thereon of the Parity Bonds, as herein provided. The Holder of the Series 2016 Bond issued hereunder shall never have the right to compel the
exercise of the ad valorem taxing power of the Issuer or taxation in any form of any real or personal property therein, or to compel the Issuer to pay such principal and interest from any other funds of the Issuer.

The payment of principal of and interest on the Series 2016 Bond shall be secured forthwith equally and ratably by, and the Issuer hereby grants to the Bondholder an irrevocable lien on the Pledged Revenues, equal and ratable to the lien thereon of the Parity Bonds. The Issuer does hereby irrevocably pledge such Pledged Revenues to the payment of the principal of, redemption premium, if any, and interest on the Series 2016 Bond, for the reserves therefor and for all other payments required hereunder. Such amounts hereby pledged and assigned shall immediately be subject to the lien of this pledge without any further physical delivery thereof or any further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof.

SECTION 10. COVENANTS OF THE ISSUER. The Issuer covenants with the Registered Owner of the Series 2016 Bond as follows:

A. Payments. The Issuer will punctually pay all principal of and interest on the Series 2016 Bond when due by wire transfer or other medium acceptable to the Issuer and the Bank.

B. Financial Statements. Beginning with the Fiscal Year ended September 30, 2015, the Issuer will provide the Bank a copy of the audited financial statements of the Issuer annually.

C. Annual Budget and Other Information. The Issuer will prepare its annual budget in accordance with the Act, and will provide to the Bank a copy of its final annual budget for each Fiscal Year within 30 days of adoption thereof by the City Council and such other financial or public information as the Bank may reasonably request.

D. Tax Compliance. Neither the Issuer, nor any third party over whom the Issuer has control, will make any use of the proceeds of the Series 2016 Bond at any time during the term of the Series 2016 Bond which would cause the Series 2016 Bond to be (a) a "private activity bond" within the meaning of Section 103(b)(1) of the Code or (b) an "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The Issuer covenants throughout the term of the Series 2016 Bond to comply with the requirements of the Code and the Regulations, as amended from time to time, and to take all actions necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Series 2016 Bond.

SECTION 11. REPRESENTATIONS AND WARRANTIES. The Issuer represents and warrants to the Bank that:
A. Organization. The Issuer is a municipal corporation, duly organized and existing under the laws of the State of Florida.

B. Authorization of Loan Agreement and Related Documents. The Issuer has the power and has taken all necessary action to authorize the execution and delivery of and the performance by the Issuer of its obligations under this Loan Agreement and the Series 2016 Bond in accordance with their respective terms. This Loan Agreement and the Series 2016 Bond have been duly executed and delivered by the Issuer and are valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except to the extent that such enforcement may be limited by laws regarding bankruptcy, insolvency, reorganization or moratorium applicable to the Issuer or by general principles of equity regarding the availability of specific performance.

C. Pledged Revenues. The Issuer currently receives the Pledged Revenues and is legally entitled to pledge such Pledged Revenues to pay the principal of and interest on the Series 2016 Bond when due as provided herein. The Issuer estimates that the Pledged Revenues will be available in amounts sufficient to pay the principal of and interest on the Series 2016 Bond as the same becomes due prior to the Maturity Date and, to pay all principal of and interest on the Series 2016 Bond on the Maturity Date. The Issuer shall take all lawful action necessary to enable the Issuer to continue to receive the Pledged Revenues in at least the amounts necessary to pay principal and interest on the Series 2016 Bond to the extent not paid from some other source.

D. Financial Statements. The financial statements of the Issuer for the Fiscal Year ended September 30, 2014, previously provided to the Bank were prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the Issuer as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues, properties or operations of the Issuer.

SECTION 12. CONDITIONS PRECEDENT. The obligation of the Bank to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Date of Delivery:

A. Action. The Bank shall have received copies of the Bond Resolution, each certified as complete, true and correct as of the Date of Delivery, together with an executed Loan Agreement, the executed Series 2016 Bond, and the customary closing certificates.

B. Incumbency of Officers. The Bank shall have received an incumbency certificate of the Issuer in respect of each of the officers who is authorized to sign this Loan Agreement, the Series 2016 Bond, and the related financing documents on behalf of the Issuer.

C. Opinion of City Attorney. The Bank shall have received a written opinion of the City Attorney as to (1) the valid existence of the Issuer as a municipal corporation of the State; (2) the due adoption of the Bond Resolution; (3) the due authorization, execution, validity and
enforceability of this Loan Agreement and the Series 2016 Bond and the related financing
documents; and (4) the absence of litigation against the Issuer relating to (a) its existence or
powers, and (b) the proceedings for the authorization of the Loan Agreement and issuance of
the Series 2016 Bond, in a form and substance satisfactory to the Bank.

D. Opinion of Bond Counsel. The Bank shall have received a letter from Bond
Counsel authorizing the Bank to rely on the approving opinion of Bond Counsel delivered to
the Issuer with respect to the Series 2016 Bond to the same extent as if such opinion were
addressed to the Bank. The opinion, in form and substance satisfactory to the Bank, shall, at a
minimum, address the status of interest on the Series 2016 Bond under the provisions of Section
103 of the Code.

E. Representations and Warranties: No Default. The representations and
warranties made by the Issuer herein shall be true and correct in all material respects on and as
of the Date of Delivery, as if made on and as of such date; no Default shall have occurred and be
continuing as of the Date of Delivery or will result from the consummation of the Loan; and the
Bank shall have received a certificate from the Issuer to the foregoing effect.

F. Other Documents. The Bank shall have received such other documents,
certificates and opinions as the Bank or its counsel shall have reasonably requested.

SECTION 13. NOTICES. All notices, certificates or other communications
hereunder shall be sufficiently given and shall be deemed given when hand delivered,
delivered by telecopier, electronic mail, mailed by registered or certified mail, postage prepaid,
or delivered by courier service to the parties at the following addresses:

Issuer: City of Panama City Beach, Florida
        110 South Arnold Road
        Panama City Beach, Florida 32413
        Attention: Finance Director.

Bank: Ameris Bank
       11790 Panama City Beach Parkway
       Panama City Beach, Florida 32407
       Attention: Douglas Moore, Senior Vice President.

Any of the above parties may, by notice in writing given to the others, designate any
further or different addresses to which subsequent notices, certificates or other communications
shall be sent. Communication via telecopier shall be confirmed by delivery by hand, mail, or
courier, as specified above, of an original promptly after such communication by telecopier.

SECTION 14. EVENTS OF DEFAULT DEFINED: REMEDIES. "Events of Default"
under this Loan Agreement, and the terms "Default" and "Events of Default" and "Remedies"
shall be as provided in the Section 21 of the Original Resolution.
Upon the occurrence of an Event of Default, the Interest Rate on the Series 2016 Bond may, at the option of the Bank, be adjusted to the Default Rate until such time as the Event of Default has been cured by the Issuer. Additionally, if an Event of Default shall occur, the Issuer will also pay all of the Bank’s costs of collection, including court costs and fees of attorneys (whether incurred in connection with trial or appellate proceedings).

SECTION 15. **NO PERSONAL LIABILITY.** No recourse shall be had for the payment of the principal of and interest on the Series 2016 Bond or for any claim based on the Series 2016 Bond or on this Loan Agreement, against any present or former member or officer of the City Council or any person executing the Series 2016 Bond.

SECTION 16. **PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS.** In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

SECTION 17. **AMENDMENTS, CHANGES AND MODIFICATIONS.** This Loan Agreement may be amended only by a writing signed by both parties hereto.

SECTION 18. **BINDING EFFECT.** To the extent provided herein, this Loan Agreement shall be binding upon the Issuer and the Bank and shall inure to the benefit of the Issuer and the Bank and their respective successors and assigns. This Loan Agreement shall be discharged and neither the Issuer nor the Bank shall have any further obligations hereunder under the Series 2016 Bond when the Issuer shall have paid the principal of and interest on the Series 2016 Bond in full and shall have paid in full all other amounts, if any, due under the Series 2016 Bond or this Loan Agreement.

SECTION 19. **SEVERABILITY.** In the event any court of competent jurisdiction shall hold any provision of this Loan Agreement invalid or unenforceable such holding shall not invalidate or render unenforceable, any other provision hereof.

SECTION 20. **EXECUTION IN COUNTERPARTS.** This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
SECTION 21. APPLICABLE LAW. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties hereto have duly executed this Loan Agreement as of the date first above written.

CITY OF PANAMA CITY BEACH, FLORIDA

__________________________
Mayor

__________________________
City Manager

ATTEST:

__________________________
Clerk

APPROVED AS TO FORM AND CORRECTNESS:

__________________________
City Attorney

AMERIS BANK

By: _________________________
 Douglas Moore, Senior Vice President
ANY HOLDER OF THIS BOND, PRIOR TO BECOMING A HOLDER, SHALL EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREINAFTER DEFINED)

EXHIBIT A

FORM OF SERIES 2016 BOND

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF BAY
CITY OF PANAMA CITY BEACH
UTILITY REVENUE REFUNDING BOND, SERIES 2016

MATURE DATE: INTEREST RATE: DATED DATE:

Registered Owner:
Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that the City of Panama City Beach, Florida (hereinafter called the "Issuer") for value received, hereby promises to pay to the order of the Registered Owner identified above or registered assigns, as herein provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the City Clerk, from the revenues hereinafter mentioned, the Principal Amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by wire transfer or check transmitted to the Registered Owner at his address as it appears on the Bond registration books of the Issuer as it appears on the 15th day of the calendar month preceding the applicable interest payment date, interest on said Principal Amount at the Interest Rate per annum identified above on each ___ 1 and ____ 1 commencing ______, ___ from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which case it shall bear interest from said interest payment date, or unless this Bond is registered and authenticated prior to ______, __, in which event this Bond shall bear interest from ________.

The Bond shall be subject to redemption prior to its maturity at the option of the Issuer, in whole or in part at anytime.
This Bond in the aggregate principal amount of $ is issued to finance the cost of refunding certain outstanding obligations of the Issuer, all in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, and Resolution No. 98-6 duly adopted by the Issuer on March 4, 1998, as amended and supplemented and Resolution No. duly adopted by the Issuer on , 2016 (hereinafter, collectively called the "Resolution") and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Bond is payable solely from and secured by a pledge of the Net Revenues of the System levied and collected by the Issuer, the Sewer System Development Charges, the Water System Development Charges, until released as provided in the Resolution, the Public Service Taxes, and the moneys on deposit in certain funds and accounts created pursuant to the Resolution, with the exception of the Rebate Fund (collectively, the "Pledged Revenues"). Such lien on the Pledged Revenues is equal and ratable to the lien thereon of the Issuer's Parity Bonds, as defined in the Resolution, in the manner provided in the Resolution. Reference is made to the Resolution for a more complete definition and description of the System and the Pledged Revenues.

This Bond does not constitute a general indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Holder of this Bond that such Bondholder shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Bond or the making of any debt service fund, reserve or other payments provided for in the Resolution.

It is further agreed between the Issuer and the Holder of this Bond that this Bond and the indebtedness evidenced thereby shall not constitute a lien upon the System, or any part thereof, or on any other property of or in the Issuer, but shall constitute a lien only on the Pledged Revenues, all in the manner provided in the Resolution.

The Issuer has covenanted in the Resolution, to fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the products, services and facilities of the System which will always provide Net Revenues together with Public Service Taxes (to the extent not released as provided in the Resolution) in each year sufficient to pay the lesser of either (i) one hundred ten percent (110%) of the Bond Service Requirement becoming due in such year on the Outstanding Bonds, or (ii) one hundred percent (100%) of the Bond Service Requirement becoming due in such year on the Outstanding Bonds, provided that Net Revenues, Sewer System Development Charges, Water System Development Charges, and Public Service Taxes in each year sufficient to pay one hundred twenty-five percent (125%) of the Bond Service Requirement becoming due in such year on the Outstanding Bonds. Such rates, fees, rentals or other charges shall not be reduced so as to render them insufficient to provide revenues for the purposes provided therefor by the
Resolution. The Issuer has entered into certain further covenants with the Holders of the Bonds of this issue for the terms of which reference is made to the Resolution.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and Statutes of the State of Florida.

This Bond is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

The transfer of this Bond is registrable by the Bondholder hereof in person or by his attorney or legal representative at the principal corporate trust office of the Registrar but only in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Bond.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of Panama City Beach, Florida, has issued this Bond and has caused the same to be signed by its Mayor and its City Manager and countersigned and attested to by its Clerk (the signatures of the Mayor, the City Manager and the Clerk being authorized to be facsimiles of such officers’ signatures), and its seal or facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the __ day of ___, 2016.

CITY OF PANAMA CITY BEACH, FLORIDA

(SEAL)

ATTESTED AND COUNTERSIGNED:

(manual or facsimile)

Mayor

(manual or facsimile)

Clerk

(manual or facsimile)

City Manager
CERTIFICATE OF AUTHENTICATION

This Bond is issued under the provisions of the within mentioned Resolution.

Registrar, as Authenticating Agent

Date of Authentication:

By (manual signature)
Authorized Officer

ATTEST:

By: (manual signature)
Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto (Please insert Social Security or other identifying number of transferee) the attached bond of the City of Panama City Beach, Florida, and does hereby constitute and appoint __________, attorney, to transfer the said Bond on the books kept for Registration thereof, with full power of substitution in the premises.

Date __________

Signature Guaranteed by

[member firm of the New York Stock Exchange or a commercial bank or a trust company.]

By: (manual signature)
Title: __________

NOTICE: No transfer will be registered and no new Bonds will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

[END OF FORM OF BOND]
SCHEDULE I
DEBT SERVICE SCHEDULE
EXHIBIT "B"

FORM OF ESCROW DEPOSIT AGREEMENT
ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated ________, 2016, by and between the CITY OF PANAMA CITY BEACH, FLORIDA (the "Issuer"), a municipal corporation duly organized and validly existing under and by virtue of the laws of the State of Florida and REGIONS BANK, a state banking association, organized under the laws of the State of Alabama, as Escrow Agent, and its successors and assigns (the "Escrow Agent");

WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued its Refunded Bonds as hereinafter described, and the Issuer has determined to refund the Refunded Bonds as to which the Debt Service for the Refunded Bonds is set forth on Schedule A; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service for the Refunded Bonds by depositing with the Escrow Agent an amount which is at least equal to such Total Debt Service for the Refunded Bonds; and

WHEREAS, in order to obtain certain of the funds needed for such purpose, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its $________ Utility Revenue Refunding Bond, Series 2016; and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Issuer's obligations relating to the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

"Agreement" means this Escrow Deposit Agreement.

"Annual Debt Service" means the principal and interest, if applicable, on the Refunded Bonds coming due in a particular year as shown on Schedule A attached hereto and made a part hereof.

"Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Agent pursuant to this Agreement in which cash and investments will be held for payment of the principal, interest, if applicable, and redemption premium, if applicable, on the Refunded Bonds as they come due.
"Escrow Agent" means Regions Bank and its successors and assigns organized and existing under the laws of the State of Alabama, as escrow agent hereunder.

"Issuer" means the City of Panama City Beach, Florida.

"Refunded Bonds" means the remaining outstanding $28,725,000 City of Panama City Beach, Florida Utility Revenue Bonds, Series 2009, maturing in the years _____ and _______.

"Resolution" means Resolution No. 98-6 adopted by the City Council of the Issuer on March 24, 1998, as amended and supplemented, particularly by No. 16-___ adopted by the City Council of the Issuer on ______, 2016.

"Series 2016 Bond" means the Issuer's Utility Revenue Refunding Bond, Series 2016, authorized pursuant to the Resolution.

"Total Debt Service for the Refunded Bonds" means, as of any date, the sum of the principal, interest, if applicable, and redemption premium, if applicable, remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A attached hereto.

SECTION 2. Deposit of Funds. The Issuer hereby deposits $_________ with the Escrow Agent for deposit into the Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. $_________ of such funds are being derived from the Reserve Fund, $_________ of such funds are being derived from proceeds of the Series 2016 Bond and $_________ are being derived from the Bond Service Fund for the Refunded Bonds. The Issuer represents that the securities, together with the interest to be received thereon, (i) are at least equal to the Total Debt Service for the Refunded Bonds as of the date of such deposit, and (ii) are sufficient to pay principal maturity and interest on the Refunded Bonds as they become due and payable in accordance with Schedule A attached hereto.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the sums described in Section 2 and agrees:

(a) to hold the funds pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;

(b) to pay $_________ of such funds upon delivery of the securities set forth in Schedule B attached hereto and to hold such securities in the Escrow Account plus $____ uninvested cash in accordance with the terms of this Agreement;
(c) to timely invest funds in the Escrow Account in the securities set forth on Schedule B attached hereto and to hold such securities in accordance with the terms of this Agreement;

(d) in the event the securities described on Schedule B cannot be purchased, substitute securities may be purchased with the consent of the Issuer but only upon receipt of verification from an independent certified public accountant that the securities, the interest thereon, and the cash deposited in the Escrow Account will not be less than the Total Debt Service for the Refunded Bonds, and only upon receipt of an opinion of Bryant Miller Olive P.A. that (i) such securities constitute United States Obligations for purposes of this Agreement, and (ii) such substitution shall not affect the tax-exempt status of interest on the Refunded Bonds;

(e) there will be no investment of funds except as set forth in this Section 3 and except as set forth in Section 5; and

(f) the investment earnings on the securities set forth on Schedule B hereto shall be transferred by the Escrow Agent to the Paying Agent for the Refunded Bonds and shall be used to pay interest on the Refunded Bonds on the maturity or earlier prepayment date thereof.

SECTION 4. Payment of Refunded Bonds and Expenses; Notices

(a) Refunded Bonds. On the date and in the amount set forth on Schedule A, the Escrow Agent shall transfer to Regions Bank, or its successors or assigns, the paying agent for the Refunded Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay that portion of the Annual Debt Service for the Refunded Bonds coming due on such date, as shown on Schedule A.

(b) Expenses. On each of the due dates as shown on Schedule A, the Escrow Agent shall pay the portion of the expenses coming due on such date to the appropriate payee or designated payees by separate certificate of the Issuer.

(c) Surplus. After making the payments from the Escrow Account described in Subsection 4(a) and (b) above, the Escrow Agent shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Total Debt Service for the Refunded Bonds until the termination of this Agreement, and shall then pay any remaining funds to the Issuer.

(d) Priority of Payments. The Holders of the Refunded Bonds shall have an express first priority security interest in the funds in the Escrow Account until such funds are used and applied as provided in this Agreement.

SECTION 5. Reinvestment. (a) Except as provided in Section 3 and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the securities held hereunder.
At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the securities acquired hereunder and shall substitute other securities and reinvest any excess receipts in securities. The Issuer will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Refunded Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation. Except as provided in Section 3 hereof, the transactions may be effected only if (i) an independent certified public accountant selected by the Issuer shall certify or opine in writing to the Issuer and the Escrow Agent that securities, interest thereon, and cash remaining on hand after the transactions are completed will, assuming no reinvestment earnings, be not less than the Total Debt Service for the Refunded Bonds, and that reinvestment in such securities will not postpone the anticipated transfer of moneys from the Escrow Account to the Paying Agent pursuant to Section 4(a) hereof, and (ii) the Escrow Agent shall receive an opinion from a nationally recognized bond counsel acceptable to the Issuer to the effect that the transactions, in and by themselves, will not cause interest on the Refunded Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation and such substitution is in compliance with this Agreement. Subsection 4(c) above notwithstanding, cash in excess of the Total Debt Service for the Refunded Bonds caused by substitution of securities shall, as soon as practical, be paid to the Issuer. Notwithstanding any provision of this Agreement to the contrary, no forward purchase agreement relating to the future reinvestment of cash held hereunder shall be executed unless the following condition is met: to the extent either Moody’s Investors Service, Inc., Fitch Ratings, Inc. and/or Standard & Poor’s Ratings Services have an outstanding rating on the Refunded Bonds, at least one of such rating agencies must give written confirmation that it will not lower or withdraw the rating as a result of the Issuer’s execution of such forward purchase agreement. In the event of any inconsistency between the terms and conditions of such forward purchase agreement and this Agreement, the terms and conditions of this Agreement shall control.

SECTION 6. Redemption or Acceleration of Maturity. The Issuer shall not accelerate or defer the maturity or redemption of the Refunded Bonds so as to modify the debt service set forth on Schedule A attached hereto.

SECTION 7. Indemnity. To the extent permitted by law and without waiving sovereign immunity, the Issuer hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless, the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) which relates to or arises out of the execution and delivery of this Agreement, the establishment of the Escrow Account established hereunder, the acceptance of the funds and securities deposited therein, transfer or other application of funds or securities by the Escrow Agent in accordance with the
provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct or that of a third party. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement. The Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Total Debt Service for the Refunded Bonds.

SECTION 8. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of the securities, the retention of the securities or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, at the Issuer’s expense, and in reliance upon the opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

SECTION 9. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on the Refunded Bonds, and the Paying Agent for the Refunded Bonds not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 10. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percent (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such holders to the original purchaser or purchasers of the Series 2016 Bond and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of
any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percent (5%) in aggregate principal amount of the Series 2016 Bond then outstanding, or the holders of not less than five percent (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 11. Successor Escrow Agent.

(a) If, at any time hereafter, the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall immediately appoint an Escrow Agent to fill such vacancy and, upon such appointment, all assets held hereunder shall be transferred to such successor. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Series 2016 Bond then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the Bondholders. In the case of conflicting appointments made by the Bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.
(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of $500,000,000, provided that such successor Escrow Agent assumes in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 12. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under the Agreement in the sum of $3,000.00 for services to be performed by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall have no lien or claim against funds in the Escrow Account for payment of obligations due it under this Section.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to Fitch Ratings Inc., Moody’s Investors Service, Inc., and Standard & Poor’s Ratings Group but such covenant or agreements herein contained shall be null and void and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the Holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all affected Holders, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such Holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such Holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the Holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such Holders or the Escrow Agent; and

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AGENDA ITEM #
(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request at the Issuer's expense and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the Holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments, shall be provided to Fitch Ratings Inc., Moody's Investors Service, Inc., and Standard & Poor's Ratings Group (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds).

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. This Agreement shall be construed under the laws of the State of Florida.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF PANAMA CITY BEACH, FLORIDA

(SEAL)

By: ____________________________
    Mayor

ATTEST:

By: ____________________________
    City Clerk

Approved as to form and correctness:

______________________________
    City Attorney
ESCROW DEPOSIT AGREEMENT

REGIONS BANK

By: __________________________
Name: _________________________
Title: __________________________

ATTEST:

By: __________________________
Name: _________________________
Title: __________________________
<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Premium</th>
<th>Interest</th>
<th>Debt Service Requirements of the Refunded Bonds to Early Redemption</th>
</tr>
</thead>
</table>

**SCHEDULE A**

**TOTAL DEBT SERVICE TO REDEMPTION OF REFUNDED BONDS**
TOTAL DEBT SERVICE FOR THE REFUNDED BONDS

SCHEDULE B

SCHEDULE OF SECURITIES
TO BE PURCHASED AT CLOSING

<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Type of Security</th>
<th>Type of SLGS</th>
<th>Maturity Date</th>
<th>Par Amount</th>
<th>Rate</th>
</tr>
</thead>
</table>


EXHIBIT "C"

FORM OF PURCHASER'S CERTIFICATE
PURCHASER’S CERTIFICATE

Ameris Bank, a Florida corporation ("Bank") has agreed to make a loan in the principal amount of $______ (the "Loan") to the City of Panama City Beach, Florida (the "Issuer"), the repayment of which is evidenced by the Issuer’s Utility Revenue Refunding Bond, Series 2016, in the principal amount of $____ (the "Series 2016 Bond"). In connection with the foregoing and in consideration for its acquisition of the Series 2016 Bond, Bank hereby certifies follows:

Bank has not required the Issuer to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with Loan and the Series 2016 Bond, and no inference should be drawn that the Bank, in the acceptance of the Series 2016 Bond, is relying on Bryant Miller Olive P.A., as Bond Counsel, or Harrison Sale McCloy, as City Attorney as to any such matters other than the legal opinions rendered by Bond Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 98-6 adopted on March 24, 1998, as supplemented by Resolution No. __ adopted on April __, 2016 (collectively, the "Bond Resolution").

We are aware that the making of the Loan and the acquisition of the Series 2016 Bond involves various risks, that the Series 2016 Bond is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2016 Bond is secured solely from the sources described in the Bond Resolution (the "Pledged Revenues").

We have made such independent investigation of the Pledged Revenues as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our decision to make the Loan and acquire the Series 2016 Bond, we have relied upon the accuracy of information which has been provided to us.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2016 Bond and can bear the economic risk of our investment in the Series 2016 Bond.

We acknowledge and understand that the Bond Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are making the Loan and acquiring the Series 2016 Bond for our own account and not with a present view towards a
resale or other distribution to the public. We understand that the Series 2016 Bond may not be transferred in a denomination less than the par amount outstanding at the time of transfer.

We are not making the Loan and acquiring the Series 2016 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes.

DATED this ______ day of April, 2016.

AMERIS BANK

By: ____________________________
Name:                           
Title:                          

AGENDA ITEM # 9
EXHIBIT "D"

FORM OF DISCLOSURE STATEMENT
DISCLOSURE CERTIFICATE

Ameris Bank (the “Bank”), as Bank on this date of a loan in the amount of $______, which such loan is evidenced by the $______ Utility Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bond”), dated ________, 2016, of the City of Panama City Beach, Florida (the “Issuer”), pursuant to Section 218.385, Florida Statutes, hereby states as follows:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us in connection with the issuance of the Series 2016 Bond (such fees and expenses to be paid by the Issuer):

   $5,000 Bank Counsel Fee

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Series 2016 Bond to any person not regularly employed or retained by the Bank (including any “finder” as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph (1) above:

    (b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2016 Bond.

3. The amount of the total underwriting spread or bond discount expected to be realized is $0.00.

4. The management fee to be charged by the Bank is $0.

5. Truth-in-Bonding Statement:

The Series 2016 Bond is being issued primarily to refinance the Refunded Bonds.

Unless earlier redeemed, the Series 2016 Bond is expected to be repaid by June 1, 2036; at an interest rate of 2.78% and total interest paid over the life of the Series 2016 Bond is estimated to be $__________.

The Series 2016 Bond will be payable solely from the Pledged Revenues in the manner and to the extent described in Resolution No. 98-6 adopted by the Issuer on March 24, 1998, as amended and supplemented, and in particular as supplemented by Resolution No. _____ adopted on April _____, 2016 (collectively, the "Bond Resolution"). Issuance of the Series 2016 Bond is estimated to result in approximately $__________ of revenues of the Issuer not being
available to finance other services of the Issuer each year during the life of the Series 2016 Bond. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The address of the Bank is: Ameris Bank
   11790 Panama City Beach Parkway
   Panama City Beach, Florida 32407
   Attention: __________

   IN WITNESS WHEREOF, the undersigned has executed this statement on behalf of the Bank on the day and year first written above.

   AMERIS BANK

   By: ______________________________
   Name: __________________________
   Its: ____________________________
EXHIBIT "E"

COSTS OF ISSUANCE

<table>
<thead>
<tr>
<th>Cost of Issuance</th>
<th>Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Counsel Fee</td>
<td>$32,500</td>
</tr>
<tr>
<td>City Attorney Fee</td>
<td>32,500</td>
</tr>
<tr>
<td>Bank's Counsel Fee</td>
<td>5,000</td>
</tr>
<tr>
<td>Financial Advisor Fee</td>
<td>30,000</td>
</tr>
<tr>
<td>Escrow Structuring/Bidding Fee (1)</td>
<td>25,000</td>
</tr>
<tr>
<td>Verification Agent Fee</td>
<td>1,500</td>
</tr>
<tr>
<td>Escrow Agent Fee</td>
<td>3,000</td>
</tr>
<tr>
<td>Miscellaneous/Expenses</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$139,500</strong></td>
</tr>
</tbody>
</table>

(1) This fee will only apply if a competitively bid open market escrow is completed that will generate additional savings net of the bidding fee. If SLGS are used fee will be $2,500
REGULAR AGENDA
ITEM #10*,
RESOLUTION 16-70
RESOLUTION 16-70

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 the Florida Department of Transportation, relating to the conveyance of the Front Beach Road Segment 1 right of way (from its intersection with Middle Beach Road west to South Thomas Drive), 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
FOOT/CITY OF PANAMA CITY BEACH
ROADWAY TRANSFER AGREEMENT

SR 30 Front Beach Road Section No. 46010000 from South Thomas Drive
(Beginning Mile Post 13.415 to Ending Mile Post 13.694) to SR 392A

THIS AGREEMENT, is by and between the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, an agency of the State of Florida (the “DEPARTMENT”), and the
CITY OF PANAMA CITY BEACH, FLORIDA, (the “CITY”).

WITNESSETH

1. The DEPARTMENT has requested the transfer of SR 30 Front Beach
Road Section No. 46010000 from South Thomas Drive (Beginning Mile Post 13.415 to
Ending Mile Post 13.694) to SR 392A and as depicted on the map attached hereto as
Exhibit A (the "Road"), from the State Highway System to the City Street System, and
this transfer is mutually agreed upon between the CITY and the DEPARTMENT.

THEREFORE, in consideration of the mutual covenants and promises herein contained,
and for other good and valuable consideration, the receipt and adequacy of which are
hereby acknowledged, the CITY and the DEPARTMENT agree as set forth below:

2. The recitals set forth in paragraph 1 above are true and correct, and are by
reference made a part of this Agreement.

3. This Agreement sets forth the terms and conditions under which the CITY
and the DEPARTMENT will abide.

4. By resolution, which is attached hereto, the CITY has authorized its
representative whose name is signed below to enter into this Agreement.

5. The commencement of jurisdictional and maintenance responsibilities is
the date of the approval of the roadway transfer by the Secretary of the DEPARTMENT.

6. With respect to the Road:

   (a) The CITY accepts all responsibility for the right of way and for
   operation and maintenance of the roadway, including bridges. In addition to the
   roadbed, this Agreement includes all curbs, culverts, and drainage structures
   within the right of way at the time of transfer.

   (b) The CITY shall be responsible for maintenance of the right of way
   and of public sidewalks, bike paths, and other ways in the right of way.

   (c) The DEPARTMENT gives up all rights to the Road, including the
   right of way, except as may be specified in this Agreement.
(d) If there will be any road number changes, the DEPARTMENT will offer an opportunity for a public hearing.

(e) It is agreed that all obligations and rights of the DEPARTMENT under the agreements and permits attached as Exhibit B, to the extent that they apply to the Road, are transferred as part of this Agreement.

(f) Disposition of telemetered traffic monitoring sites will be determined on an individual basis. The Traffic Data Section of the Transportation Statistics Office in cooperation with the District Office will determine if polling the sites is still desirable even if the traffic data are no longer needed for State Highway System reporting.

(g) CITY agrees not to adversely affect historical or archaeological resources within the Road unless in full compliance with federal and State law and all permitting requirements.

(h) CITY shall record existing deeds or right-of-way maps will be recorded in the public land records of Bay County in which the right-of-way is located.

7. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

8. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. The parties may be reached at the following addresses and phone numbers:

Florida Department of Transportation
Jason D. Peters, P.E.
Director, Transportation Development
Post Office Box 607
1074 Highway 90
Chipley, Florida 32428
Telephone: (850) 330-1203
Fax: (850)330-1761

AGENDA ITEM #10
11. Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

12. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, on the dates set forth below:

CITY OF PANAMA CITY BEACH

BY: __________________________

Date: __________________________

ATTEST: _________________________
  By: ____________________________

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: ____________________________
  James T. Barfield, P.E.
  District 3 Secretary

Date: ____________________________

ATTEST: _________________________
  Executive Secretary

APPROVED

BY: ____________________________

Date: ____________________________

LEGAL REVIEW

City Attorney

LEGAL REVIEW

Office of General Counsel
EXHIBIT B

FDOT Agreements and Permits
REGULAR AGENDA

ITEM #11,

RESOLUTION 16-71
RESOLUTION 16-71

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDER #2016-03 TO THE MASTER SERVICES AGREEMENT WITH PANHANDLE ENGINEERING, INC. RELATING TO THE MULTI-USE TRAIL EXTENSION OF GAYLE’S TRAILS EAST PORTION, IN THE AMOUNT OF $92,864; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 Task Order #2016-3 to the Master Services Agreement between the City and Panhandle Engineering, Inc. for minor roadway professional engineering services dated January 19, 2016, relating to the design of the multi-use trail extension of Gayle’s Trails east of Trieste to Breakfast Point Subdivision, in the basic amount of Ninety Two Thousand Eight Hundred Sixty Four Dollars ($92,864), in substantially the terms set forth in the Scope of Services attached and presented to the Council today, dated April 5, 2016, 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 __________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 16-71
Memorandum

To: Mario Gisbert
CC: Holly White
From: Paul Casto
Date: April 8, 2016
Subject: Professional Roadway, Sidewalks, and Trails Engineering Services Task Order – Multi-Use Trail Extension of Gayle's Trails East Portion

Panhandle Engineering, Inc. was selected to perform work under the Master Services Agreement (MSA) for roadways, sidewalks, and trails. They have been tasked with extending Gayle's Trails east of Trieste Subdivision towards Breakfast Point Subdivision. Connections will include Arnold High School, Waterfall Subdivision, and Breakfast Point Subdivision. There is an existing 10' wide concrete trail within Breakfast Point Subdivision that will eventually connect to Wildwood Road around the proposed Bay County Sports Complex. This piece of the trail is an integral part to safe connectivity for the High School and all residents from both subdivisions (See Exhibit A).

A probable cost for construction of approximately $1,000,000 was supplied by our consultant and is included in the packet for your review (See Exhibit B). The City intends to apply for funding through the FDEP Recreation Trails Program (RTP) this April and the FDOT Sun Trail program this summer which has approximately $25 million budgeted by the Florida Legislature. The City did receive a grant for $75,000.00 through the RTP for a previous segment and are working very close with FDEP to try and utilize this money on the first phase if possible. We have been notified that FDEP staff members are discussing with their supervisor's the possibility of transferring the funds even though this segment is in a different location.

Staff requested and has received a proposed task order number 2016-03 (See Exhibit C w/ attachments) for work under the Masters Services Agreement (MSA) with Panhandle Engineering, Inc. to provide the tasks necessary to design construction plans including: surveying, environmental (wetland delineation and permitting), geotechnical, and easement coordination. Engineering design costs will not exceed the recommended
USDA 7.2% in the amount of $71,714. Total cost for this task order is $92,864. Staff is requesting that the proposed design fees will be paid for the entire length of the trail from Trieste Subdivision east headed to Breakfast Point Subdivision to be shovel ready for any future funding that will become available in this year and the next. The construction of the trail will be divided into 3 phases. The first phase of construction will consist of the 10' wide wooden boardwalk that connects Arnold High School with Breakfast Point Subdivision. The anticipated construction cost of phase 1 is approximately $400,000 and funds are available in the recreation budget for both design and construction for this year.

Staff recommends approval of this task order for engineering services in the amount of $92,864 and has sufficient funds in this fiscal year recreation budget.
PHASING PLAN
PANAMA CITY BEACH MULTI-USE TRAIL - EAST
GAYLE'S TRAILS
PANAMA CITY BEACH, BAY COUNTY, FLORIDA

EXHIBIT A
## EXHIBIT B

**PCB Multiuse Path East (Gayle's Trails) - Panhandle Engineering Project No. 12046**

<table>
<thead>
<tr>
<th>GENERAL</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
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<td>LS</td>
<td>$</td>
<td>27,165.73</td>
<td>$ 27,165.73</td>
</tr>
<tr>
<td>Bonds and Insurance (0.5% of Bid Max)</td>
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<td>$</td>
<td>4,530.98</td>
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<tr>
<td>Maintenance of Traffic (2% of Bid Max)</td>
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<td>LS</td>
<td>$</td>
<td>18,123.82</td>
<td>$ 18,123.82</td>
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<tr>
<td>Stakeout and set-builts</td>
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<td>LS</td>
<td>$</td>
<td>9,000.00</td>
<td>$ 9,000.00</td>
</tr>
<tr>
<td>Testing</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>7,000.00</td>
<td>$ 7,000.00</td>
</tr>
<tr>
<td>Erosion Control/Hay Bales</td>
<td>8000</td>
<td>LF</td>
<td>$</td>
<td>3.00</td>
<td>$ 24,000.00</td>
</tr>
</tbody>
</table>
| **TOTAL** | 12ft Wide Multiuse Path - 8,350 ft in length (1.58 miles) |  |  |  | $
| Clearing and Grubbing | 1 | LS | $ | 25,000.00 | $ 25,000.00 |
| Import fill hauled and placed | 10000 | CU YDS | $ | 5.50 | $ 55,000.00 |
| Earthwork | 8000 | CU YDS | $ | 3.00 | $ 24,000.00 |
| 12' wide Asphalt (5' SP 9.5%/ 6' lime rock base) | 9,855 | SQ YD | $ | 22.00 | $ 218,810.00 |
| Demolition of Existing Fence | 1,500 | LF | $ | 210.00 | $ 300,000.00 |
| New 6 ft Fence at Arnold High School | 1,500 | LF | $ | 1,200.00 | $ 18,000.00 |
| FDOT Guiderail | 1 | LS | $ | 30,000.00 | $ 30,000.00 |
| Elevated Wood Trail | 900 | LF | $ | 350.00 | $ 315,000.00 |
| Miscellaneous Stormwater Piping | 1 | LS | $ | 55,000.00 | $ 55,000.00 |
| Signage and Striping | 1 | LS | $ | 40,000.00 | $ 40,000.00 |
| Sod | 4,000 | SY | $ | 4.00 | $ 16,000.00 |
| Seed and Mulch | 5,000 | SY | $ | 1.00 | $ 5,000.00 |
| **10% CONTENGENCIES** |  |  |  |  | $
| **TOTAL** | $

- Does not include R/W acquisition.

- The preceding opinions of probable costs have been compiled based on aerial photography, conceptual level sketches and a general knowledge of construction costs at this time.

- Engineer has no control over materials and labor costs, contractor’s means and methods, and cannot guarantee that the opinions expressed in this OPC will not differ from actual construction costs. Additional costs are possible.

TOTAL $ 996,031.51
EXHIBIT C
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2016-03
DATE April __, 2016

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Panhandle Engineering, Inc. RELATING TO MINOR ROADWAY PROFESSIONAL ENGINEERING SERVICES dated January 19, 2016, (the “Agreement”), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Exhibit C Attachments, Scope of Services, relating to the Multi-Use Trail Extension of Gayle’s Trails East Portion.

Engineer’s total compensation shall be (check one):

X a stipulated sum of $92,864.00; or

a stipulated sum of $_____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of $____ for ____________________ , and

Allowance of $____ for ____________________; or

a fee determined on a time-involved basis at the rates set forth upon incorporated Attachment C, Hourly Fee Breakdown (if applicable), with a maximum cost of $____________; and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _______, 2016, and shall be completed within one calendar year. The date of completion of all work is therefore _______, 201_. Liquidated delay damages, if any, are set at the rate of $0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

Panhandle Engineering, Inc.

By: __________________________ Date: ____________

Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: __________________________ Date: ____________

City Clerk

City Manager
April 5, 2016

Via e-mail

Ms. Kathy Younce, Project Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

RE: PCB – Multiuse Trail East Gayle’s Trails
Task Order 2016-03
PE File #12046

Dear Ms. Younce:

Thank you for the opportunity for Panhandle Engineering, Inc. (PE) to provide professional services to the City of Panama City Beach. It is our understanding that the City has available funds to design a 12ftwide multiuse path from east of Trieste to Breakfast Point (approx. 8,350 LF, 1.58 miles). We have prepared a conceptual plan for the proposed route which is attached to this proposal.

Based on our conceptual plan, visits to the site, and multiple meetings with City staff/Bay District Schools, we have prepared a pre-design opinion of probable cost for construction, to be $996,031, which includes contingencies.

As you know, we will be applying for construction funds through the FDEP Trails Program this April and the FDOT Sun Trail program this summer which has approximately $25M budgeted by the Florida Legislature. This funding will be used to augment the City’s current impact fee funds which are available and are approximately $465,000. We have also been in close contact with FDEP regarding their availability of funds for this project since the City did not use the $75,000 grant from the Trieste Trail segment.

The attached Task Order describes our proposed scope of work for design, plan preparation, and permitting. The proposed lump sum fee is $92,864, which is in line with the USA Rural Development fee curve for the design portion. Based on funding, we may need to bid this project in three (3) phases. We will not begin the design until all easements needed for the route are secured from the St. Joe Company, Bay District Schools, and Mr. Sammy Chavers.

Thank you for the opportunity to provide services to the City. If this proposal is acceptable to the City Council, please provide us the City’s Standard Task Order.

If you have any questions, please give me a call at 850.596.1235.

Best Regards,

PANHANDLE ENGINEERING, INC.

Chris Forehand, PE
Vice President

CC: Ms. Kelly Jenkins, PE, City Engineer, City of Panama City Beach
Mr. Paul Casto, Public Works Director, City of Panama City Beach
Mr. Jim Slonina, P.E., President, Panhandle Engineering, Inc.

P:\12046 PCB - Multiuse Path\3 Admin\Proposta12046 Proposal Gayle’s Trails.docx

www.panhandleengineering.com

EXHIBIT C ATTACHMENTS
AGENDA ITEM # 11
This Task Order is for the purpose of Panhandle Engineering, Inc. (PE) as the Engineer to provide professional services for the Multiuse Trail East / Gayle's Trails to the City of Panama City Beach (City) acting by and through its Council. PE has developed the following scope of services and associated fee schedule. The surveying will be sub-contracted to Preble-Rish, Inc. (PRI). The environmental services will be subcontracted to Ecological Resource Consultants, Inc. (ERC). The geotechnical services will be subcontracted to Magnum Engineering (ME).

DESCRIPTION SCOPE OF SERVICES:

SURVEYING $9,950
The survey will consist of topographical information with one foot contours to include cross sections at 100 foot intervals (50ft in width) from east of Trieste to Breakfast Point as shown on the attached preliminary plan (approximately 3,600ft). The other portion was previously surveyed. The total length of the route is 8,350LF. The survey will also include all improvements at the end of Arnold Road and the improvements at Arnold High School. PE will provide legal sketches and descriptions for all easements needed along the route, which include, St. Joe property and Arnold High School property (including conservation easements). PRI will perform all surveying work and will be a sub-consultant to PE.

ENVIRONMENTAL $9,400
*See attached proposal from ERC. ERC will perform all necessary environmental work and will be a sub-consultant to PE.

GEOTECHNICAL $1,800
Perform ten (10) 5 foot deep hand auger borings in the proposed trail. Provide engineering evaluation and report to include groundwater levels, estimated seasonal high groundwater date, site/soil preparation recommendations and pavement recommendations. ME will perform all geotechnical work and will be sub-consultant to PE.

DESIGN AND PREPARATION OF CONSTRUCTION PLANS $71,714
A. Multiuse Trail Design – $67,214

Panhandle Engineering, Inc. (PE) will provide design to meet minimum requirements of FDOT and City standards to include slope design, crossings where applicable, appropriate signage as applicable, and minimal surface drainage where needed. It is anticipated that asphalt will be the surface utilized in all upland areas and elevated wood system in all conservation and high quality wetland areas.

1. Design of the multiuse trail will be based on the Florida Green Book, FDOT Design Standards, MUTCD, and ADA.
2. PE will provide all dredge and fill permit drawings to ERC for permitting.
3. PE will provide details for pavement, elevated wood structures, slope stabilization, erosion control, staging, and technical specifications.
4. PE will provide construction plans with the details for bidding.
5. PE will provide technical specifications and bid/contract documents for bidding.
B. Meetings - $4,500

PE will attend meetings with the City as required to efficiently complete the services required under this scope of work.

1. Kick-off meeting with City Staff.
2. Preliminary layout meeting at 30% to evaluate options for trail placement and material to be used.
3. 60% review meeting with City Staff.
4. 90% construction plan review meeting with City Staff.

EASEMENT COORDINATION $7,500 (BILLED HOURLY)

The proposed route is within the Gulf Power Right-of-Way, Bay District School property, St. Joe property, and property owned by Mr. Sammy Chavers. Each entity will require coordination, meetings, sketches, and assistance with preparation of documents to obtain use agreement easements to place the trail on their property. We propose to bill hourly for these services not to exceed the $7,500. Based on our past experience with some of these entities, this coordination effort can be time consuming.

EXCLUSIONS

1. All agency permit application fees.
2. Electrical, cable, telephone, gas, water sewer, or other communication utility design/relocation.
3. Advertisement Fees.
4. Copies of Plans for Bidding – PE will charge bidders/plan holders for copies as applicable.
5. Stormwater Attenuation Design/Permitting.
6. Surveying not described within this task order.
7. Bidding or construction oversight/inspection.

PROPOSED FEE SCHEDULE

<table>
<thead>
<tr>
<th>Professional Services Fees</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Surveying</td>
<td>$9,950</td>
</tr>
<tr>
<td>B. Environmental</td>
<td>$9,400</td>
</tr>
<tr>
<td>C. Geotechnical</td>
<td>$1,800</td>
</tr>
<tr>
<td>D. Engineering/Design</td>
<td>$71,714</td>
</tr>
<tr>
<td>E. Easement Coordination</td>
<td>$7,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$92,864</strong></td>
</tr>
</tbody>
</table>

Panhandle Engineering, Inc.
3005 US Hwy 77
Lynn Haven, FL 32444

By: ________________
Name: Chris Forehand, PE
Title: Vice President

City of Panama City Beach, Florida
110 S. Arnold Road
Panama City Beach, FL 32413

By: ________________
Name: Mario Gisbert
Title: City Manager
Witnessed: ________________
Date: ________________

EXHIBIT C ATTACHMENTS

AGENDA ITEM # 11
Proposal / Professional Services Contract

Project Site: Gayle's Trails Multi-Use Trail Extension to Breakfast Point
Project Number: 16-122
PE File No. 19046

Client: Mr. Chris Forehand
Panhandle Engineering, Inc.
3005 Lynn Haven Parkway
Lynn Haven, Florida 32444

Date: February 29, 2016

SUMMARY

Ecological Resource Consultants, Inc. (ERC) proposes to conduct a wetland delineation, preliminary Threatened Endangered Species assessment, and Environmental Resource Permitting for an Army Corps of Engineers Nationwide and Northwest Florida Water Management District permit for an 8,350 linear foot section of Gayle's Trails in Bay County, FL. The project will stretch from a location east of Trieste development to the Breakfast Point School.

Upon receipt of ERC delineation maps, the delineation lines will be surveyed promptly (while delineation markers are still intact). A professional survey of the flagged wetland line is included in this proposal. Project engineer will provide all 8 1/2 x 11 permit drawings. ERC will provide all other ecological permit exhibits required by the permit application.

- Wetland delineation will reflect the current conditions on site. Certain activities (e.g., burning, mowing, construction, and other disturbances to the landscape) can alter site conditions and, over time, may also effect shifts in delineation lines.
ITEMIZED SERVICES DESCRIPTION

The following sections outline in detail the specific services required to complete the requested wetland delineation and permitting process. They are followed by a proposed itemized list of services and associated costs.

1. **Ecological Resource Investigative Services**

   1a. **Wetland Delineation**
   ERC will delineate the regulated jurisdictional wetland habitats located on the project site. Methodologies implemented will be consistent with the Florida Administrative Code and USACOE 1987 Manual with regard to the on-site soil, vegetative and hydrological indices used to evaluate the wetland jurisdiction of the ecosystems. Reference data will include NRCS/SCS soil surveys, NWI layers, historical aerial photography, and color infrared (CIR) aerial photography. The regulating agencies must make the final jurisdictional determinations.

   * The FDEP and Corps make individual jurisdictional determinations of wetland boundaries; however, our experience has shown that the FDEP and Corps regulated boundaries will be consistent throughout the majority of the property. Therefore, unless otherwise noted, the Corps jurisdictional boundary will be delineated in the field. The FDEP jurisdictional boundary may be re-evaluated within the areas of proposed impact after these areas have been defined.

   1b. **Preliminary Threatened and Endangered Species Survey**
   ERC will perform a survey of protected species of plants and animals pursuant to federal, state, and county regulations and requirements. Applicable regulations and programs include Section 404 of the Clean Water Act, the state Environmental Resource Permitting Program, the U.S. Endangered Species Act, the Florida Statutes (F.S.), the Florida Administrative Code (F.A.C.), the Bay County Comprehensive Plan (1991), and the Bay County Land Development Regulations (2004). Protected species to be surveyed will include animal (including Gopher tortoise, but excluding other reptiles and amphibians) and plant species listed as Endangered, Threatened, or Species of Special Concern under federal and state statutes. Methodology includes a review of Florida Natural Areas Inventory (FNAI) data and a field survey of potential plant and animal species, which consists of taxonomically identifying plant species and documenting potential habitat and indications of animal species (with the exceptions noted above). If indicators of certain species are present, an additional comprehensive inventory may be required. Documented occurrences of listed species on the project site will be mapped.

2. **Permitting Services**

   2a. **Joint Application for Environmental Resource and Federal Dredge and Fill Permitting/Attachments**
   ERC will complete the Environmental Resource Permit application and associated information package.
ERC will also complete the Federal Dredge and Fill Permit application, with the addition of supplemental information and multiple attachments to expedite permitting. Information on marketing, location, history, and other factors that influence or constrain the nature, size, price, class, and other characteristics of the project must be discussed. Further, the project site and site plan must be substantially justified, and appropriate mitigation must be proposed and justified, if necessary. Finally, consistent communication and meetings with appropriate individuals in the regulatory agencies are also keys to the timely and efficient processing of the application.

2b. Alternative Site Analysis Package
The Corps requires an alternative site analysis as a component of their permitting review process. Since unnecessary loss or alteration of wetlands is considered contrary to the public interest, the analysis must clearly and fully show that the proposed site (and site plan) is the least environmentally damaging in comparison to any practicable alternative. This analysis is described by the mitigation policies in the Corps permit regulations at 33 CFR 320.4(r), and by the guidelines in the Environmental Protection Agency (EPA) regulations at 40 CFR 230. Avoidance and minimization of wetland impacts will be demonstrated as follows:

a) Avoidance of Wetland Impacts
ERC will conduct an alternative site analysis for up to five alternative sites to determine whether the proposed project site is the least environmentally damaging in comparison to any practicable alternative. Moreover, it must be demonstrated that the project could not be changed to a non-wetland location. Alternative sites for development will be identified in the vicinity of the proposed project site, and a report (including GIS maps) will be generated to provide site selection criteria, to define the geographic limits to the alternative site search, and to describe a method for rating and comparatively weighing each site. Elimination of alternative sites may be based on many parameters, including but not limited to wetland acreage, habitat quality, land use designation, availability for acquisition, market price, and future development plans. These must demonstrate that the project site is the only viable and practicable alternative for construction of the project in order to justify the proposed filling of regulated wetland habitat.

b) Minimization of Wetland Impacts
ERC will provide a narrative to justify the current site plan, and demonstrate that the quantity of fill proposed is the minimum amount practicable. Supporting materials may include alternative site plans and a method to estimate the environmental consequences of each alternative plan.

2c. Public Interest Review
ERC will provide information and documentation concerning the proposed project's anticipated impact on factors relevant to the public interest (i.e., conservation, economics, aesthetics, general environmental concerns, wetlands, historic properties, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shore erosion, shore accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production, mineral needs, and considerations of property rights). The public interest review is evaluated by the regulatory agencies, and is an important component of the processing of dredge and fill permits. A copy of the information will be provided electronically to the permitting processors.
2d. Corps Public Notice Draft
After submission of the permit, the Corps produces a “public notice,” which is available for a period of 30 days. ERC will write and provide an electronic draft of this document to the Corps. This is not required by the Corps; however, it has been our experience that it greatly expedites the permitting process.

2e. Responses to Comments/Objections from Public Notice Period
ERC will review all comments and objections, and provide a written rebuttal in response to each, including all necessary supporting materials and/or maps. Comments and letters of objection are received by the Corps during the public notice period, and forwarded to the agent (ERC) for response.

2f. Response to Request for Additional Information
ERC will review and respond to all requests for additional information (RAI) forwarded by the Corps & FDEP/NFWFMD. Commenting agencies will submit comments and RAI’s through the Corps and FDEP to the agent (ERC). The outcome of permitting action is often determined by adequate responses to these requests, and is contingent upon additional detailed information provided to the regulatory agencies. It may be necessary to further justify the project by demonstrating site selection, showing minimization and avoidance of impacts, and/or defending the proposed compensatory mitigation. Modification of development plans and proposed mitigation plans may be required to satisfy the regulatory agencies.

2g. UMAM Analysis
ERC will use the Uniform Mitigation Assessment Methodology (UMAM) to quantify and assess the ecological function of wetlands, and other surface waters, as well as to determine the mitigation needed for proposed impacts. The Corps and FDEP/NFWFMD require this functional assessment procedure to determine whether the proposed mitigation is adequate to offset the impact that would result from project implementation. The method quantifies impacts and mitigation benefits in a numerical formula to assess whether suitable compensatory mitigation, or appropriate “lift,” has been achieved. ERC will use the UMAM on both the impact and mitigation sites. This will require field investigations and spatial (digital) analysis to analyze wildlife utilization, resource quality, tree cover (canopy), ground cover (vegetation), site buffers (adjacent land uses), hydrology, and water quality.

2h. Evaluation of Mitigation Sites
Mitigation for unavoidable impacts for the Trail Construction will be accomplished through a credit purchase from the Breakfast Point mitigation bank. If additional offset is required to mitigate crossing of a conservation easement at Breakfast Point School, ERC provides services ranging from locating potential compensatory mitigation sites to evaluation of potential mitigation locations provided by the client. Such assessments of potential mitigation areas are required prior to regulatory approval and potential modification of the Conservation Easement. Mitigation may be located on site (same site as impact), off site (within the same general area or watershed as impact), or may be accomplished through purchase of mitigation bank credits, subject to agency approval.

2i. Corps Statement of Findings
Prior to permit issuance, the Corps representative prepares a statement of findings (ASOF) for the project. This statement justifies the final agency action and summarizes the review process.
necessary, ERC will write a draft of this ASOF for the particular Corps representative reviewing the application. It is our experience that this is appreciated by some Corps regulators, and can facilitate the application process.

3. Survey of Wetland Lines

3a. Wetland Survey
ERC delineated wetland lines will be surveyed by a professional wetland surveyor so that they can be depicted appropriately on the project drawings. The wetland survey will be signed and sealed by a professional surveyor registered in Florida and the survey data will be projected in state plane and will be presented in DWG format.

4. Executive and Technical Services

4a. Telecommunication / Planning / Meetings
ERC will attend meetings and communicate consistently with the client, agencies and development team members throughout the permitting and review process. Meetings may address planning efforts and/or preliminary site assessments. Further, pre-application meetings will be conducted with the regulatory agencies to address potential concerns, and assess the degree of difficulty in obtaining environmental permits for the project. Consultation among the development team (environmental consultant, professional engineer, and representative of the client) will be essential throughout this process to address questions raised by the regulatory agencies, and to expedite permitting as required by the regulatory agencies.

4b. GIS Analysis / Map Production
ERC will map all habitat and site analyses using ESRI GIS / ArcView software. Unless otherwise noted, base maps for all GIS mapping are true color, black and white, or color infrared aerial photography.

Direct Expenses
Some required materials and submissions carry specific costs, as set by the agency or providing entity. These required materials and submissions are: FDEP/NWFWMID Permit Application Fee, Corps Permit Processing Fee, and fees associated with publication of the Notice of Application and the Notice of Intent to Issue, and recording of the Conservation Easement documents. The permit fees and agency required materials (Notice of Application and the Notice of Intent to Issue) are not included in this proposal.
Itemized Cost for Scope of Services:

1. **Ecological Resource Investigative Services**
   1a. Wetland Delineation
   1b. Preliminary Threatened and Endangered Species Survey  $1,550

2. **Permitting Services**
   2a. Joint Application for Environmental Resource and Federal Dredge and Fill Permitting/Attachments
   2b. Alternative Site Analysis Package
   2c. Public Interest Review
   2d. Corps Public Notice Draft
   2e. Responses to Comments/Objections from Public Notice Period
   2f. Response to Request for Additional Information
   2g. UMAM Analysis
   2h. Evaluation of Mitigation Sites
   2i. Corps Statement of Findings  $4,550

3. **Survey of Wetland Lines**
   3a. Wetland Survey  $1,500

4. **Executive and Technical Services**
   4a. Telecommunication / Planning / Meetings
   4b. GIS / Map Production  $1,800

Lump Sum Fee:  $9,400

CLIENT'S NAME: ___________________ DATE: _______

CLIENT'S SIGNATURE: ___________________

Signature of this proposal constitutes a contract for the referenced professional services. The client will be invoiced on a monthly basis as the work is completed. The total invoice for the services will not exceed the quoted costs in this contract without authorization from the client. Payment is expected within 30 days of the invoice date. Interest will be charged on the unpaid balance at a rate of 1.5% per month. In the event that the client defaults on this contract, the client agrees to pay attorney's fees and the cost of collection. This proposal is valid for 60 days.

Ecological Resource Consultants, Inc