REVISED
PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

SPECIAL MEETING DATE: June 23, 2016
MEETING TIME: 1:00 P.M.

ITEM 1 LAMAR SIGN VARIANCE HEARING.

REGULAR MEETING DATE: June 23, 2016
MEETING TIME: 2:00 P.M.

I. INVOCATION- PASTOR RAMON DUVALL OF THE BEACHSIDE FELLOWSHIP CHURCH

II. PLEDGE OF ALLEGIANCE- COUNCILWOMAN STRANGE

III. APPROVAL OF JUNE 9, 2016 MINUTES

IV. APPROVAL OF AGENDA, AND ADDITION OR DELETIONS

V. PUBLIC COMMENTS. (Limited to 3 Minutes for Regular Agenda Items only)

VI. CONSENT AGENDA, COMMENTS.

1. RESOLUTION 16-89, UNITED STATES FASTPITCH ASSOCIATION SOFTBALL TOURNAMENTS OPENING CEREMONY PARADES ROAD CLOSURES. "A Resolution of the City of Panama City Beach authorizing temporary closures of portions of Pier Park Drive, West Pier Park Drive, L. C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way on Sunday, July 10; and Sunday, July 10, 2016 for "The United States Fastpitch Association (USFA) Softball Tournaments Opening Ceremony Parades".

VII. REGULAR AGENDA - DISCUSSION/ACTION

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<td>EXAMINING BOARD-DISCUSSION.</td>
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<td>HJW</td>
<td>MUTUAL CONSENT AGREEMENT, FIREFIGHTERS AND POLICE OFFICERS PENSION MEMBERSHIP AND CITY, RELATED TO EXCESS STATE INSURANCE PREMIUM TAX REVENUES.</td>
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<td>ORDINANCE 1384, RELIANTSOUTH CONSTRUCTION GROUP ANNEXATION, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
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ORDINANCE 1386, RELIANTSOUTH CONSTRUCTION GROUP ZONING, 2ND READING, PUBLIC HEARING AND ADOPTION.

ORDINANCE 1387, AMENDING LEAVE NO TRACE ORDNANCE REGULATIONS, 2ND READING, PUBLIC HEARING AND ADOPTION.

ORDINANCE 1388, LOW SPEED VEHICLES (LSVs) MORITORIUM AND REGULATIONS, 2ND READING, PUBLIC HEARING.

ORDINANCE 1389-R, ESTABLISHING CANOPY FREE ZONE, 1ST READING.

RESOLUTION 16-88, BIDS- BAYSIDE WATER & WASTEWATER IMPROVEMENTS PROJECT.

RESOLUTION 16-90, ENNEAD, LLC, AGREEMENT FOR UPDATE & PREPARATION OF 2016-2017 STORMWATER ASSESSMENT ROLL.

RESOLUTION 16-91, REPLACEMENT GEOTHERMAL POOL HEATING/COOLING UNIT AND BUDGET AMENDMENT #38, PUBLIC HEARING.

CITY SPOKESPERSON-DISCUSSION.

PUBLIC COMMENTS. LIMITED TO THREE MINUTES.

ATTORNEY UPDATE.

CITY MANAGER UPDATE.

REQUIREMENTS TO KEEP PROPERTY FREE OF LITTER.

NEW CITY HALL-DISCUSSION.

COUNCIL COMMENTS.

ADJOURN.

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

City Clerk 6-20-16

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: 6/20/16, noon.

NEWS MEDIA
News Herald
Bullet
Channel 4
Channel 7
Channel 13
Comcast
WOW
WKGC
WLTG
Magic Broadcasting
Clear Channel
Panama City Radio

CONTACT
John Henderson
Editor
Ryan Rodig
Rex Ogburn
Ken McVay
Kay C. McWilliams
Cil Schnitker
Emily Balazs
A. D. Whitehurst
Chris Allen
Crystal Presley
Brandon Andrews

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

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1996)
1. **DEPARTMENT MAKING REQUEST/NAME:**
Building and Planning Department

2. **MEETING DATE:**
06/23/2016

3. **REQUESTED MOTION/ACTION:**
The City Council is being asked to conduct a public hearing to consider an application for two variances from Lamar Advertising for property located at 13405 Panama City Beach Parkway (new Therapy One site). An off-premises sign used to be located on the site but was removed for construction of the site.

4. **AGENDA**
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5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**
The attached exhibits contain the application, staff report and other related informational materials. Variance requests involving Off-premises signs are not heard by the Planning Board but are considered by the City Council. A variance is requested to increase the sign height 13 feet higher than the height of the lost sign (old sign). A second variance is requested to allow the new sign to be located approximately 84 feet from a residentially zoned parcel. The sign regulations require a minimum of 125 feet of separation. The lost sign (old sign) also did not meet the minimum distance separation from the residentially zoned parcels.

If the variances are granted, a new off-premises sign will be constructed to take the place of the old off-premises sign that used to be located on the lot prior to construction of the Therapy One building. The location of the new sign is proposed to be moved to the east approximately 60 feet from the old sign location. The angle of the front property line may result in any new sign being slightly closer to the residentially zoned properties than was the old lost sign.

Staff does not recommend approval of the variances as stated more specifically in the Data and Analysis Report.
DATA AND ANALYSIS

APPLICANT: Lamar Advertising
1416 N. Center Ave.
Panama City Fl.

PROJECT ADDRESS: 13405 Panama City Beach Parkway

ZONING DISTRICT: CH Commercial High

REQUESTED ACTIONS:
1. To increase the height of a proposed off premises sign to be 13' higher than the previous off premises sign which was removed from the site (off premises signs may not be increased in height).

2. To allow an off premises sign to be located 84' from a Residentially Zoned parcel (off premises signs must be located 125' away from any area zoned Residential).

REASON FOR REQUEST: Lamar Advertising would like to replace an off premises sign which was removed as a result of the development of the subject site.

The proposed construction is contrary to the following section of the City’s Land Development Code:

1. 5.07.06.E No Off-Premises Sign or associated Sign Structure may be increased in size or Height.

2. 5.07.06.F3(d) Such replacement Sign is located not less than one hundred twenty-five (125) feet from any Area zoned for Residential Use

CONCLUSION: After applying the provisions of Section 9.03.03 Required Findings (the 8 provisions required to approve a Variance) it does not appear the requirements of number 1, 2, 3 or 4 have been met (See next page).
Section 9.03.03

1. There is a specific hardship affecting the Development of the Lot resulting from the strict application of the provisions of the LDC;

2. The hardship is not a result of actions of the owner and is not based solely on a desire to reduce Development costs;

3. The need for the proposed Variance is due to the physical shape, configuration or topographical condition of the Lot in such a manner as to distinguish it from other adjacent or nearby Lots or from other Lots in the district;

4. The proposed Variance is necessary to preserve a substantial property right where such property right is generally available to other property owners of adjacent or nearby Lots or other Lots in the district;
AERIAL IMAGE DEPICTING POSITION OF LAMAR BILLBOARD LOCATED ON HWY 98 @ DOGWOOD
PHOTO OF PREVIOUS SIGN – 10’ x 40’ SIGN FACES, MULTI-POLE, PREVENTING DEVELOPMENT

LAMAR IS WILLING TO REDUCE THE SIGN FACES TO 10.5’ x 36’ (22 SQ FT REDUCTION) ON THE REPLACEMENT SIGN IF A VARIANCE IS PROVIDED FOR A 13’ INCREASE IN OVERALL HEIGHT
SITE PLAN DEPICTING REPLACEMENT SIGN POSITION ON HWY 98 @ DOGWOOD

25' SETBACK FROM FRONTAGE, 5' SETBACK FROM SIDE STREET
180' FROM WESTERN PROPERTY LINE, 84' FROM REAR PROPERTY LINE
EXAMPLE OF REPLACEMENT SIGN

ALL NEW MATERIALS WILL BE USED, INCLUDING GALVANIZED STEEL ENGINEERED TO 2013 IBC CODE

(LAMAR IS PROPOSING A 22 SQ FT REDUCTION IN SIGN FACE FROM PREVIOUS SIGN)

10.5' X 36' SIGN FACES, BACK-TO-BACK CONFIGURATION ON MONOPOLE, 35' OVERALL HEIGHT
REQUEST FOR VARIANCE OR APPEAL

Applicant: LAMAR ADVERTISING
Name(s): ______________
Address: 1416 N. CENTER AVE ______________
City: PANAMA CITY State: FL Telephone: (850) 763-6417 ______________
Fax: ______________ Email: kmorgan@lamar.com

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

Address of Property Seeking Variance or Appeal: Parcel #34002-060-000

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

Variance Application Fee: $500.00 Date Collected: 2/25/2016

The procedure for review of application is found in Sections 10.02.02 and 10.02.12 of the LDC. All Site Plans and Plats shall be drawn to scale.

Basic Submittal Requirements - LDC Section 10.02.02

Plan or Plat Preparer
Name: ______________ Email Address: ______________
Address: ______________ State: ______________ Telephone: ______________ Fax: ______________

Date of Preparation: ______________ Date(s) of any modifications: ______________

Legal Description: (Consistent with the Required Survey) ______________

A vicinity map showing the location of the property.

Future Land Use Map designation for the property: ______________ Zoning designation: ______________

Deed Restrictions or Private Covenants apply to this property: ____Yes ____No
(If so, please provide a copy with this application.)
Requested Action - Please mark the appropriate request.

✓ Variance Request from the following section(s) of the LDC: 5.07.06 E

___ Appeal of the Building Official’s (or his/her designee) application of the following sections:

State specifically for Variance, the hardship to the subject property, or for Appeal, how has the specific regulation been incorrectly applied:

In order to replace our sign on this property we need to increase the height.

Submittal Requirements for Requests for Variances – LDC Section 10.02.12 (B)
A statement setting forth:
1. All facts and circumstances upon which the applicant intends to rely for the requested Variance; and
2. An analysis of each of the criteria set forth in section 9.03.03(A)(1)-(8)

Required Findings – LDC Section 9.03.03
A. In order for an application for a Variance to be approved or approved with conditions, the Board of Adjustment must make a positive finding, based on the evidence submitted, with regard to each of the following provisions:
1. There is a specific hardship affecting the Development of the Lot resulting from the strict application of the provisions of the LDC.

2. The hardship is not a result of actions of the owner and is not based solely on a desire to reduce Development costs;

3. The need for the proposed Variance is due to the physical shape, configuration or topographical condition of the Lot in such a manner as to distinguish it from other adjacent or nearby Lots or from other Lots in the district;

4. The proposed Variance is necessary to preserve a substantial property right where such property right is generally available to other property owners of adjacent or nearby Lots or other Lots in the district;

5. The proposed Variance will not substantially increase congestion on surrounding Streets, will not increase the danger of fire or other hazard and will not otherwise be detrimental to the health, safety or general welfare of the public;

6. The proposed Variance will be compatible with adjacent and nearby Development and will not alter the essential character of the district;

7. The effect of the proposed Variance is consistent with the purposes of the LDC; and

8. The effect of the proposed Variance is consistent with the Comprehensive Plan.

B. The applicant for a Variance has the burden of proof of demonstrating that the application for a Variance complies with each of the requirements of section 9.03.03.
Explain how granting the variance will allow the hardship to be overcome? Is the request the minimum necessary to overcome the hardship?

The code mentions max height of 50', we are requesting overall height of 35'

How many feet away are all adjacent structures (also on surrounding properties) from structure located on subject property? Name specific structures.

New Therapy One building will be constructed near the back of this lot.

If variance is granted, how will it impact the adjacent properties? Please give specific examples of light, air, noise, congestion, general welfare of the public.

The impact will not be dramatically different by increasing the height of the structure.

Restricted or Conditional Variance and Termination - LDC Section 9.03.04
A. The Board of Adjustment may impose such conditions and restrictions as may be necessary to allow a positive finding for any of the factors listed in section 9.03.03(A)(5) and (6).

B. After written notice of violation and reasonable opportunity to cure has been given to the property owner, the City Manager shall terminate a restricted or conditional Variance for a violation of the restriction or condition imposed that materially negated the related positive finding. This can be done at any point in time after expiration of the time to cure.

Limitation on Time to Use Variance – LDC Section 9.03.05
Any Variance authorized by the Board of Adjustment and not used and acted upon in a real and substantial way by the applicant or the applicant’s successor in interest; within one (1) year from the date on which the decision of the Board of Adjustment is reduced to a written order or if appealed; the date on which the order becomes final, shall be deemed Abandoned and be void and of no further force and effect.

Applicant’s Name(s):
Kristi Morgan

Date: 3/11/16

Signature

Print Name

Print Name

Signature
CONSENT AGENDA
ITEM NO. 1
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: ADMINISTRATION
2. MEETING DATE: JUNE 23, 2016

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 16-88 to close portions of Pier Park Drive, West Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way on Sunday, July 10, and July 17, 2016.

4. AGENDA
   PRESENTATION
   PUBLIC HEARING
   CONSENT
   REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?
   YES ☐ NO ☑ N/A ☑
   BUDGET AMENDMENT OR N/A

   DETAILED BUDGET AMENDMENT ATTACHED
   YES ☐ NO ☑ N/A ☑

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The United States Fastpitch Association, the Simon Property Group and the TDC have teamed together for two Opening Ceremony Parades for the USFA Softball Tournaments scheduled on July 10 and July 17, 2016.

   The parades necessitate careful traffic control and extraordinary usage of certain sections of Pier Park Drive, West Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way within the corporate limits of Panama City Beach for the parades.
A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA
AUTHORIZING TEMPORARY CLOSURES OF PORTIONS OF PIER
PARK DRIVE, WEST PIER PARK DRIVE, L.C. HILTON, JR. DRIVE,
SEA MONKEY WAY, AND LONGBOARD WAY ON SUNDAY, JULY
10, AND SUNDAY, JULY 17, 2016, FOR "THE UNITED STATES
FASTPITCH ASSOCIATION (USFA) SOFTBALL TOURNAMENTS
OPENING CEREMONY PARADES".

WHEREAS, United States Fastpitch Association, the Simon Property Group
and the TDC have teamed together to have Two (2) Opening Ceremony parades for
the USFA Softball Tournaments; and

WHEREAS, the USFA Softball Tournaments Opening Ceremony Parades are
scheduled to be held on Sunday, July 10 and Sunday, July 17, 2016; and

WHEREAS, the Parades necessitate careful traffic control and extraordinary
usage of certain sections of Pier Park Drive, West Pier Park Drive, L.C. Hilton, Jr.
Drive, Sea Monkey Way, and Longboard Way within the corporate limits of Panama
City Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama
City Beach that portions of Pier Park Drive, West Pier Park Drive, L.C. Hilton, Jr.
Drive, Sea Monkey Way, and Longboard Way be temporarily closed during the hours
of 5:00 P.M. and 6:30 P.M., on July 10 and July 17, 2016 and that all traffic shall be
rerouted or otherwise controlled in accordance with the map which accompanies this
Resolution to accommodate a Parade.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City
Beach City Council this 23rd day of June, 2016.

CITY OF PANAMA CITY BEACH

By: ______________________
Mayor Mike Thomas

ATTEST:

Diane Fowler, City Clerk
USFA Parade
Road closure request

Dates: July 10, 2016
July 17, 2016

Times: 5:30 - 6:30

Road Closure Locations
Hi Jo,

Pier Park would once again like to support the USFA Softball Parades by closing portions of our roads to accommodate those walking in the parade as well as the spectators.

Pier Park staff will facilitate the road closures with barricades, cones, and staff where necessary.

There are two such parades this year and they will follow the same route as last parades crossing from Aaron Bessant Park, down LC Hilton Drive and then turning south on Pier Park Drive. I have attached a map along with dates and times. Can we please add this to an upcoming City Council agenda for consideration?

Thank you as always for your help.

Michael Kerrigan
Director of Marketing and Business Development
Pier Park

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

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REGULAR AGENDA
ITEM NO. 1
## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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<th>3. REQUESTED MOTION/ACTION:</th>
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<td>Introduce new PCB Library personnel.</td>
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<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
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<td>Yes ✓</td>
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<td>Public Hearing</td>
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<td>Consent</td>
<td>Yes ☑</td>
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<td>Regular</td>
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| 6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED) |
| Library Director Robin Shader will introduce new PCB Branch Head Librarian Lisa Ferrara and part-time Staff member Ashley Burlon. |

AGENDA ITEM # 1
May 31, 2016

Mario Gisbert, City Manager
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, FL 32413

Dear Mr. Gisbert,

I am delighted to report that we have hired a new Manager for the Panama City Beach Public Library. Lisa Ferrara starts June 20. I am enclosing a copy of Lisa’s resume so you can see her list of qualifications. We are very interested in continuing the very successful series of children’s programming at the Beach Library and Lisa has the skills and enthusiasm to do so. I feel she will make an excellent addition to the Beach staff.

We have also recently hired two part-time staff, Scarlett Dunn and Ashley Burlon. Scarlett started a few weeks ago and Ashley is starting June 6. Both Scarlett and Ashley have experience working with children and will be able to assist Lisa with youth programming. We are dedicated to maintaining a very child-friendly library offering high quality programs for children and families.

We have an impressive series of summer programs scheduled to keep children engaged in reading and learning while they are out of school. These programs will take place Wednesdays at 2:00 p.m. starting June 8 and ending July 20. The PCB Library Foundation has provided $3,300 to support the summer program, and their funding has allowed for the payment of professional performers and program supplies, the purchase of additional copies of needed school summer reading list books, and the purchase of gift books to give to children who write book reviews or create art work based on something read over the summer. The Foundation has also purchased 300 t-shirts for children who participate in the summer reading program at the Beach. I have enclosed a copy of our Summer Current Events Guide. PCB Library youth programs are listed on page 3. I hope you will have an opportunity to visit the library during one of these performances. It should be loud but a lot of fun!

Please let me know if you need any additional information about the library. I am happy to assist in any way I can.

Sincerely,

Robin Shader
Library Director
REGULAR AGENDA
ITEM NO. 2
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: ADMINISTRATION/ MARIO GISBERT
   2. MEETING DATE: JUNE 23, 2016

3. Requested Motion/Action:
   DIRECT STAFF ON ACTIONS TO TAKE TO FILL THREE SEATS ON EXAMINING BOARD.

4. AGENDA
   PRESENTATION
   PUBLIC HEARING
   CONSENT
   REGULAR

5. Is this item budgeted (if applicable)?
   Yes ☐ No ☐ N/A ☑
   Budget amendment or N/A
   Detailed budget amendment attached
   Yes ☐ No ☐ N/A ☑

6. Background: (Why is this action necessary, what goal will be achieved)
   THREE EXAMINING BOARD MEMBERS ARE HAVING THEIR TERMS EXPIRE JULY 22, 2016. DARRELL RIZZUTO (CERTIFIED BUILDING CONTRACTOR), LARRY COUCH, SR (CIVILIAN), AND ROBERT KLEMEN (CERTIFIED BUILDING CONTRACTOR). THESE MEN HAVE STATED THEY WOULD SERVE AGAIN AT THE PLEASURE OF THE COUNCIL.
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<td>EXAMINING</td>
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<td>Regular Meeting</td>
<td>Robert Stumpf (Plumbing)</td>
<td>2018</td>
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<td>3rd Monday</td>
<td>Frank Woodford (Gas)</td>
<td>2018</td>
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<td>3:00 P.M.</td>
<td>James Ryerson (Electrical)</td>
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<td>3 yr term</td>
<td>Darrell Rizzuto (Building)</td>
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<td>term expires 7/22</td>
<td>Larry J Couch, Sr (Civilian)</td>
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<td>Robert Klemen (Building)</td>
<td>2016</td>
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REGULAR AGENDA
ITEM NO. 3
1. DEPARTMENT MAKING REQUEST/NAME: ADMINISTRATION/ HOLLY J. WHITE, FINANCE DIRECTOR
2. MEETING DATE: JUNE 23, 2016

3. Requested Motion/Action:
REQUEST CITY COUNCIL TO MUTUALLY CONSENT WITH THE MEMBERS OF THE POLICE OFFICERS' AND FIREFIGHTERS' PENSION FUNDS ON THE USE OF INSURANCE PREMIUM TAX REVENUES (IPTR).

4. Agenda Presentation
   Public Hearing
   Consent
   Regular

5. Is This Item Budgeted (If Applicable)?
   Yes [ ] No [ ] N/A [X]
   Budget Amendment or N/A
   Detailed Budget Amendment Attached Yes [ ] No [ ] N/A [ ]

6. Background: (Why is the action necessary, what goal will be achieved)
   IN 1999, THE FLORIDA LEGISLATURE AMENDED CHAPTERS 175 AND 185 F.S., RELATING TO CITY POLICE AND FIRE PENSIONS TO REQUIRE ADDITIONAL INSURANCE PREMIUM TAX REVENUES (TAXES ON PROPERTY AND CASUALTY INSURANCE PREMIUMS) OVER A BASE AMOUNT TO BE USED TO PROVIDE ONLY "EXTRA" PENSION BENEFITS TO POLICE OFFICERS AND FIREFIGHTERS. BECAUSE THIS MANDATE HAS PROVED TO BE UNSUSTAINABLE FOR MANY MUNICIPALITIES, A NEW BILL WAS RECENTLY PASSED WHICH CHANGED THE REQUIREMENT TO PROVIDE "EXTRA" BENEFITS. THE NEW LAW CONTAINS DEFAULT RULES ON THE USE OF IPTR UNLESS "MUTUAL CONSENT" ON THE USE OF IPTR CAN BE ACHIEVED BETWEEN THE CITY AND THE MEMBERS OF THE RESPECTIVE PLANS. THE DEFAULT (STATUTORY) IPTR DISTRIBUTION PROCESS WAS INTENTIALLY DRAFTED BY THE SPONSORS OF THE NEW BILL TO BE VERY COMPLICATED AND COSTLY TO THE CITY AND POLICE/FIRE PLAN MEMBERS TO PROVIDE AN INCENTIVE TO THE PARTIES TO SEEK MUTUAL CONSENT ON THE USE OF IPTR AND AVOID THE STATUTORY PROCESS. A MAJORITY OF THE MEMBERS OF BOTH THE POLICE OFFICERS' AND FIREFIGHTERS' PLANS (AS EVIDENCED BY THE ATTACHED STATEMENTS SIGNED BY EACH BOARD'S CHAIR/SECRETARY) HAVE REQUESTED THAT THE CITY "MUTUALLY CONSENT" TO USING IPTR IN THE SAME MANNER AS THEY HAVE BEEN USED IN THE PAST. THAT IS, TO PROVIDE "EXTRA" BENEFITS. SUCH "MUTUAL CONSENT" WILL REMAIN IN PLACE UNTIL REVOKED BY EITHER PARTY.
The City of Panama City Beach and the Panama City Beach Firefighters’ Membership, mutually consent that annual Chapter 175 premium tax revenues will continue to be used in the same manner in the future as they have been under existing past practice.

PANAMA CITY BEACH FIREFIGHTERS’ MEMBERSHIP

By:

Date

5-20-16

CITY OF PANAMA CITY BEACH

By:

Date

AGENDA ITEM #
MUTUAL CONSENT AGREEMENT

The City of Panama City Beach and the Panama City Beach Police Officers’ Membership, mutually consent that annual Chapter 185 premium tax revenues will continue to be used in the same manner in the future as they have been under existing past practice.

PANAMA CITY BEACH
POLICE OFFICERS’ MEMBERSHIP

By: ____________________________

Date: 3/2/16

CITY OF PANAMA CITY BEACH

By: ____________________________

Date: ____________________________
REGULAR AGENDA
ITEM NO. 4
1. **DEPARTMENT MAKING REQUEST/NAME:**

   PLANNING

2. **MEETING DATE:**

   JUNE 23, 2016

3. **Requested Motion/Action:**

   HOLD A PUBLIC HEARING AND SECOND READING OF ORDINANCE 1384 TO CONSIDER ANNEXATION OF .833 ACRES OF LAND LOCATED AT 19942 PANAMA CITY BEACH PARKWAY

4. **AGENDA**

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5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**

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<th>YES</th>
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6. **BACKGROUND:** (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

   ReliantSouth Construction Group, Inc., owner of real property in an unincorporated area of Bay County which is contiguous to this City, filed a petition on the 5th day of April, 2016, requesting its real property be annexed to this City. The Planning Board considered the request at a properly advertised public hearing on May 9, 2016, and after considering the applicant's presentation and the data and analysis report from City Staff, recommended approval (6-0).

   Notice of Voluntary Annexation for this property has been published in the Panama City News-Herald once a week for two (2) consecutive weeks prior to this date, the same being a newspaper of general circulation in this City.

   If the Ordinance is adopted, the property will be annexed into the City.
ORDINANCE NO. 1384

AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY WHICH IS CONTIGUOUS TO THE CITY OF PANAMA CITY BEACH, FLORIDA, UPON PETITION OF THE OWNER OF SAID PROPERTY LOCATED AT 19942 PANAMA CITY BEACH PARKWAY, ON THE NORTH SIDE OF PANAMA CITY BEACH PARKWAY, WEST OF THE INTERSECTION OF PANAMA CITY BEACH PARKWAY AND MALAGA; SAID PARCEL CONTAINING .833 ACRES MORE OR LESS; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, ReliantSouth Construction Group, Inc., owner of real property in an unincorporated area of Bay County which is contiguous to this City, have filed a petition on the 5th day of April, 2016, praying that said real property, being more particularly described below, be annexed to this City, and

WHEREAS, the City Council of this City has determined that the petition bears the signatures of all the owners of the property in the area proposed to be annexed, and

WHEREAS, Notice of Voluntary Annexation for this property has been published in the Panama City News-Herald once a week for two (2) consecutive weeks prior to this date, the same being a newspaper of general circulation in this City.

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

Section 1. It is hereby annexed and made a part of the City of Panama City Beach, Florida, the following described lands in Bay County, Florida, to-wit:
SEE EXHIBIT "A" ATTACHED HERETO

Section 2. The boundary lines of the City of Panama City Beach, Florida, are redefined to include therein said tract of land.

Section 3. A map of the area to be annexed is attached.

Section 4. This ordinance shall take effect immediately upon passage.

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

Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

EXAMINED AND APPROVED by me this _____ day of _______________ 2016.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 1st and 8th days of June, 2016.

POSTED on pcbgov.com on the ____ day of _______________, 2016.

Diane Fowler, City Clerk
ATTACHMENT TO ORDINANCE NO. 1384
EXHIBIT A
ORDINANCE NO. 1384

COMMENCE AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE S 01°31'20" W ALONG THE WEST LINE OF SECTION 11 FOR 1319.74 FEET; THENCE S 87°53'31" E FOR 476.22 FEET TO A ST. JOE PAPER COMPANY MONUMENT ON THE NORTH R/W LINE OF PANAMA CITY BEACH PARKWAY (200' R/W) AND THE POINT OF BEGINNING; THENCE S 87°53'31" E, 115.47 FEET; THENCE S 02°06'32" W, 10.00 FEET; THENCE S 87°53'52" E, 34.75 FEET; THENCE N 29°48'34" E, 37.77 FEET TO THE SOUTH R/W LINE OF 100 FOOT GULF POWER COMPANY EASEMENT; THENCE S 60°17'25" E ALONG SAID R/W LINE FOR 319.61 FEET; THENCE S 29°42'42" W FOR 99.34 FEET TO THE NORTH R/W LINE OF PANAMA CITY BEACH PARKWAY (200' R/W); THENCE N 60°11'11" W ALONG SAID R/W LINE 457.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.8326 ACRES MORE OR LESS.
REGULAR AGENDA
ITEM NO. 5
**CITY OF PANAMA CITY BEACH**  
**AGENDA ITEM SUMMARY**

1. **DEPARTMENT MAKING REQUEST/NAME:**  
   PLANNING

2. **MEETING DATE:**  
   JUNE 23, 2016

3. **REQUESTED MOTION/ACTION:**  
   Hold a public hearing and second reading of Ordinance 1385 designating property located at 19942 PCB Parkway for Tourist Land Use under City Comprehensive Plan

4. **AGENDA**
   - [ ] PRESENTATION
   - ✓ PUBLIC HEARING
   - [ ] CONSENT
   - ✓ REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**  
   - [ ] YES
   - ✓ NO
   - N/A

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**
   If the Council adopts 1385, the City should amend its Future Land Use Map contained within the City of Panama City Beach Comprehensive Growth Development Plan to make a land use designation for that certain parcel of land voluntarily annexed into the City. The owner of the voluntarily annexed parcel, ReliantSouth Construction Group, Inc. has requested that the parcel be designated as "Tourist." The Panama City Beach Planning Board reviewed the land use change request, conducted a public hearing on May 9, 2016, and recommended approval of the foregoing designation.

   The subject parcel involves ten (10) acres or less and the cumulative effect of the acreage for all small scale amendments adopted by the City this calendar year, including the subject parcel, does not exceed one hundred twenty (120) acres, and the subject parcel otherwise qualifies for a small scale amendment pursuant to Section 163.3187(1), Florida Statutes. All conditions required for the enactment of this Ordinance to amend the 2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designations for the subject parcels have been met.

   If the Ordinance is adopted, the City's Future Land Use Map will be amended to designate the property for Tourist Land use under the City's Comprehensive Plan.
ORDINANCE NO. 1385

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS "THE 2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; ACTING UPON THE APPLICATION OF RELIANT SOUTH CONSTRUCTION GROUP, INC.; DESIGNATING FOR TOURIST LAND USE THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY .833 ACRES; SAID PARCEL LOCATED AT 19942 PANAMA CITY BEACH PARKWAY, ON THE NORTH SIDE OF PANAMA CITY BEACH PARKWAY, WEST OF THE INTERSECTION OF PANAMA CITY BEACH PARKWAY AND MALAGA, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR TOURIST DESIGNATION FOR THE PARCEL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWIT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Panama City Beach Council approved Ordinance No. 1143 (the "2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan") on December 10, 2009; and

WHEREAS, the City Council desires to amend the Future Land Use Map (the "FLUM") contained within the City of Panama City Beach Comprehensive Growth Development Plan to make a land use designation for a certain parcel of land voluntarily annexed into the City; and

WHEREAS, the owner of the voluntarily annexed parcel, ReliantSouth Construction Group, Inc. (the "Applicant"), has requested that the parcel be designated

AGENDA ITEM # 5
WHEREAS, the Panama City Beach Planning Board reviewed the land use change request, conducted a public hearing on May 9, 2016, and recommended approval of the foregoing designation; and

WHEREAS, the Applicant and the City have agreed that the parcel should be designated "Tourist;" and

WHEREAS, the City Council conducted a public hearing and two separate readings of the Applicant's request; and

WHEREAS, on ________________, the City Council conducted a properly noticed adoption hearing as required by Section 163.3184(11), Florida Statutes, and adopted this Ordinance in the course of that hearing;

WHEREAS, the subject parcels involve a use of ten (10) acres or less and the cumulative effect of the acreage for all small scale amendments adopted by the City this calendar year, including the subject parcel, does not exceed one hundred twenty (120) acres, and the subject parcel otherwise qualifies for a small scale amendment pursuant to Section 163.3187(1), Florida Statutes; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the 2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designations for the subject parcels have been met;

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

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Panama City Beach, Florida, is designated for Tourist land use under the City's Comprehensive Plan, to-wit,

SEE EXHIBIT "A" ATTACHED HERETO

and the City's Future Land Use Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ of ____________________, 2016.

ATTEST:

Diane Fowler, City Clerk

EXAMINED AND APPROVED by me this ____ day of ____________, 2016.

Mike Thomas, Mayor
PUBLISHED in the Panama City News-Herald on the 7th day of June, 2016.

POSTED on pcbgov.com on the ____ day of ____________, 2016.

__________________________________
Diane Fowler, City Clerk
EXHIBIT A
ORDINANCE NO. 1385

COMMENCE AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE S 01°31'20" W ALONG THE WEST LINE OF SECTION 11 FOR 1319.74 FEET; THENCE S 87°53'31" E FOR 476.22 FEET TO A ST.JOE PAPER COMPANY MONUMENT ON THE NORTH R/W LINE OF PANAMA CITY BEACH PARKWAY (200' R/W) AND THE POINT OF BEGINNING; THENCE S 87°53'31" E, 115.47 FEET; THENCE S 02°06'32" W, 10.00 FEET; THENCE S 87°53'52" E, 34.75 FEET; THENCE N 29°46'34" E, 37.77 FEET TO THE SOUTH R/W LINE OF 100 FOOT GULF POWER COMPANY EASEMENT; THENCE S 60°17'25" E ALONG SAID R/W LINE FOR 319.61 FEET; THENCE S 29°42'42" W FOR 99.34 FEET TO THE NORTH R/W LINE OF PANAMA CITY BEACH PARKWAY (200' R/W); THENCE N 60°11'11" W ALONG SAID R/W LINE 457.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.8326 ACRES MORE OR LESS.
REGULAR AGENDA
ITEM NO. 6
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:**
   
   PLANNING

2. **MEETING DATE:**
   
   JUNE 23, 2016

3. **REQUESTED MOTION/ACTION:**
   
   Hold a public hearing and second reading of Ordinance 1386 designating property located at 19942 PCB Parkway for Commercial Low Intensity on the City's Zoning Map

4. **AGENDA**
   
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5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   
   Yes ☒ No ☐ N/A ✗

   **BUDGET AMENDMENT OR N/A**
   
   ✗

   **DETAILED BUDGET AMENDMENT ATTACHED**
   
   Yes ☐ No ☒ N/A ✗

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**
   
   If the Council adopts Ords. 1384 and 1385, the City should amend its Zoning Map to make a land use designation for that certain parcel of land voluntarily annexed into the City. The owner of the voluntarily annexed parcel, ReliantSouth Construction Group, Inc., has requested that the parcel be designated as "Commercial Low Intensity." The site currently has a County zoning designation of Plaza Commercial. County Plaza Commercial is comparable to the City's Commercial Medium Intensity land use category.

   The Panama City Beach Planning Board reviewed the zoning request, conducted a public hearing on May 9, 2016, and recommended approval of the foregoing designation.

   All procedural conditions required for the enactment of this Ordinance to amend the City's Zoning Map for the subject parcel have been met.

   If the Ordinance is adopted, the City's Zoning Map will be amended to designate the property for Commercial Low Intensity Land Use.
ORDINANCE NO. 1386

AN ORDINANCE ZONING AS COMMERCIAL LOW INTENSITY (CL) THAT CERTAIN PARCEL OF LAND ANNEXED TO AND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA CONTAINING APPROXIMATELY .833 ACRES AND LOCATED AT 19942 PANAMA CITY BEACH PARKWAY, ON THE NORTH SIDE OF PANAMA CITY BEACH PARKWAY, WEST OF THE INTERSECTION OF PANAMA CITY BEACH PARKWAY AND MALAGA, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, the City Council desires to amend the zoning map of the City to designate land use districts for parcels of land voluntarily annexed into the City; and

WHEREAS, the owner of the voluntarily annexed parcel, ReliantSouth Construction Group, Inc., have requested that said parcel, being more particularly described below, be zoned as shown below; and

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

WHEREAS, the Panama City Beach Planning Board reviewed the proposed zoning change, conducted a public hearing on May 9, 2016, and recommended approval; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on _______________, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Ordinance No. 1380.
Development Plan and to reasonably accomplish a legitimate public purpose.

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

Section 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is zoned Commercial Low Intensity (CL).

SEE EXHIBIT "A" ATTACHED HERETO

And the City's zoning map is amended accordingly

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

Section 3. This ordinance shall take effect immediately upon passage, and the land use changes herein shall take effect upon, and only upon, adoption by the City Council of Ordinance No. 1385 adopting a comprehensive plan amendment respecting the land which is the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

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

______________________________
Mike Thomas, Mayor

______________________________
Diane Fowler, City Clerk
SMALL SCALE ZONING WITH ANNEXATION consistent with comp plan

EXAMINED AND APPROVED by me this ___ day of __________, 2016.

____________________________
Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 7th day of June, 2016.

POSTED on pcbgov.com on the ____ day of ____________, 2016.

____________________________
Diane Fowler, City Clerk
EXHIBIT A
ORDINANCE NO. 1386

COMMENCE AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE S 01°31'20" W ALONG THE WEST LINE OF SECTION 11 FOR 1319.74 FEET; THENCE S 87°53'31" E FOR 476.22 FEET TO A ST.JOE PAPER COMPANY MONUMENT ON THE NORTH R/W LINE OF PANAMA CITY BEACH PARKWAY (200' R/W) AND THE POINT OF BEGINNING; THENCE S 87°53'31" E, 115.47 FEET; THENCE S 02°06'32" W, 10.00 FEET; THENCE S 87°53'52" E, 34.75 FEET; THENCE N 29°48'34" E, 37.77 FEET TO THE SOUTH R/W LINE OF 100 FOOT GULF POWER COMPANY EASEMENT; THENCE S 60°17'25" E ALONG SAID R/W LINE FOR 319.61 FEET; THENCE S 29°42'42" W FOR 99.34 FEET TO THE NORTH R/W LINE OF PANAMA CITY BEACH PARKWAY (200' R/W); THENCE N 60°11'11" W ALONG SAID R/W LINE 457.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.8326 ACRES MORE OR LESS.
REGULAR AGENDA
ITEM NO. 4-6  BACKUP
THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Legislative and Quasi-Judicial Hearing held on this matter on May 9, 2016, for Annexation, Small Scale Plan Amendment to "Tourist" and zoning designation to "CL" for approximately .833 acres hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT
1. Planning Department Staff delivered information to the Planning Board supporting the request.
2. The Planning Board listened to the applicant's request and recommended approval of the request with a 5-0 decision.

CONCLUSIONS OF LAW
3. Pursuant to Chapter 171 Florida Statutes, Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A)(C) and (G), 10.02.09, 10.02.10, 10.04.03, 10.04.04, 10.07.02 and 10.08.02 of the City's Land Development Code, the Planning Board has jurisdiction to conduct a Legislative and quasi-judicial hearing on these matters and make a recommendation to the City Council on whether the request should be granted by adoption of ordinances.
4. The requested Annexation, Small Scale Amendment and Zoning Designations are consistent with the City's Comprehensive Plan and Land Development Code.
THEREFORE, IT IS ORDERED AND adjudged that the subject Annexation, Small Scale Amendment and Zoning Designation is hereby recommended for APPROVAL and accordingly, the associated Ordinance should be ADOPTED.

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

DONE this 17th day of May, 20[16].

VICE-CHAIRMAN, FELICIA COOK

ATTEST:

CHARLES SILKY, SENIOR PLANNER
DATA AND ANALYSIS

I. **APPLICANT:** Reliant South.

II. **PROJECT LOCATION:** Approximately .833 acres, located on the north side of PCB Parkway, west of the intersection of PCB Parkway and Malaga.

III. **REQUEST:** This request is for an Annexation / Small Scale Plan Amendment for .833 acres to be assigned a future land use designation of Tourist and a zoning designation of CL. The site currently has a County land use designation of General Commercial and a zoning designation of Plaza Commercial. County Plaza Commercial is comparable to the City's CM Commercial Medium.

IV. **REASON FOR REQUEST:** According to a site plan submitted by the applicant and discussions with the applicant the subject site will be developed for an office.

V. **ANNEXATION REQUIREMENTS:**

A. **GOAL:**

The Fundamental goal of annexations is the efficient provision of urban services to urban places. Annexations are governed by the provisions of Florida's Municipal Annexation and Contraction Act, Chapter 171, F.S. The Act does the following:

- Ensure sound urban development and accommodation to growth;
- Establishes uniform legislative standards throughout the state for the adjustment of municipal boundaries;
- Ensures the efficient provision of urban services to areas that become urban in character; and,
- Ensures that areas are not annexed unless municipal services can be provided to those areas.
B. **CONTIGUOUS AND COMPACT:**

For an annexation to be consistent with Chapter 171, F.S. it must be contiguous and reasonably compact. A parcel is contiguous if a substantial part of a boundary touches the municipality. The definition of "contiguous" in Ch. 171, F.S. states that nothing herein shall be construed to allow local right-of-ways, utility easements, railroad right-of-ways, or like entities to be annexed in a corridor fashion to gain contiguity. The presence of these entities in this manner could be an indication that "contiguity" is not met.

Staff has reviewed the proposed annexation and finds the request is contiguous. The subject site touches the existing City limits on its western boundary.

A parcel is reasonably compact if it does not create an enclave, pocket, or finger area in a serpentine pattern.

C. **EFFICIENT PROVISION OF URBAN SERVICES TO AN URBANIZING AREA:**

The subject site is located on PCB Parkway and is adjacent to water, sewer and reclaimed water lines.

VI. **SITE EVALUATION:**

A. **IMPACT ON PUBLIC FACILITIES:**

1. **Transportation Facilities:**

   **Panama City Beach Parkway:** According to the August 2015 Panama City Metropolitan Planning Organization’s Congestion Management System Plan, this segment of Panama City Beach Parkway has an annual average daily traffic volume of 24,250 trips with a maximum allowable volume of 65,600 trips. Committed trips on this segment of Panama City Beach Parkway total 822, therefore this segment has a **remaining capacity of 40,528 trips.**

   However, the applicant will still be required to carry out a detailed traffic impact analysis as part of the Development Order review process.
2. **Sewer:**

The City completed two construction projects which enable the City wastewater treatment plant to highly treat 14 mgd on a monthly average basis. The upgrades to the treatment plant also improve treatment quality to Advanced Wastewater Treatment standards. An accompanying project to construct a wetlands effluent discharge system at a 2,900 acre facility containing 2,000 acres of receiving wetlands became operational in April 2011. As a result, the City now has 14 mgd maximum monthly average (10 mgd annual average) treatment and disposal capacity. Monthly average plant flows for January 1, 2015 through December 31, 2015 ranged from 4.8 mgd to 8.6 mgd on a monthly average. The City’s reclaimed water system has been in operation since 2006 and provided between 0.9 and 3.1 mgd of irrigation water per month in the last fiscal year, depending on the time of year and demands, to residential and commercial areas of the City.

It is anticipated that there will be a 4% yearly growth in wastewater generation within the City’s service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand.

3. **Potable Water:**

The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) will be available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in the year 2020. The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City’s water needs. The current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has completed construction of two (2) 7 million-gallon storage tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million-gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.
It is estimated the average citizen consumes 125 gallons per day. For 2016, consumption is expected to slightly increase with the improving economy. Daily water demand for January 1, 2015 through December 31, 2015 ranged from 7.9 mgd to 16.6 mgd on a monthly average, with an annual average of 11.8 mgd. The maximum single-day demand was 18.2 mgd. The County's projected available capacity to supply potable water to the City in 2015 was to be 29.8 mgd, which leaves an excess monthly average capacity ranging from 21.9 mgd to 13.2 mgd with an annual average excess of 18.0 mgd. The excess on the single-day maximum is expected to be 11.6 mgd.

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

4. **Hurricane Evacuation:**

The proposed commercial use of the site will have little if any impact on evacuation times.

B. **SITE SUITABILITY:**

1. **Wetlands:** According to GIS data supplied by FEMA there are no wetlands located on the subject site.

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

Maps Supplied by FNAI and information supplied by the applicant identify the subject area as an area which is not a habitat for rare/threatened species.

3. **Flood Zones:** According to Bay County GIS, the subject parcel is located in Flood Zone “X”, which is defined as an area determined to be located outside the 100 and 500 year floodplains.
C. **COMPATIBILITY WITH SURROUNDING LAND USES:**

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

Surrounding parcels are zoned CH, County Plaza Commercial and County Duplex/Manufactured Home. The subject site is not anticipated to create a condition or use that would unduly negatively impact, directly or indirectly surrounding properties.

The subject site is separated by a Gulf Power easement from adjacent residential uses. In addition, lighting and buffering standards required by the LDC will further minimize any potential impact.

D. **URBAN SPRAWL ANALYSIS:**

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

**CONCLUSION:**

Staff has no objections to the Annexation, Small Scale Plan Amendment or Zoning Designation.
PETITION OF ANNEXATION

Date: 4/5/16

Payment Fee: $800 Annexation $1500 Plan Amendment $2100 Plan Amendment

Property Owner(s)
Name(s): Reliant South Construction Group, Inc.

Property Address: 19972 Panama City Beach Parkway


Email: Dodd@ReliantSouth.com

Name of Acting Agent: Richard Dodd

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Telephone: 850-215-5540 Fax: 215-5570 Email: Dodd@ReliantSouth.com

Please provide a property survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. All Site Plans and Plats shall be drawn to scale. (The procedure for review of the application is found in Section 10.02.09 of the LDC.)

REQUIREMENTS

1. The applicant shall submit an analysis of the annexation criteria set forth in Chapter 171, Florida Statutes.
2. Petition of Annexation signed by all owners of the property proposed to be annexed. Petition must be witnessed and notarized.
3. Title evidence demonstrating that the Petition of Voluntary Annexation bears the signatures of all owners of the property proposed to be annexed.
4. A boundary survey of the property proposed to be annexed. (10 Copies)
5. A complete legal description of the property proposed to be annexed.
6. An excerpt of the City’s Official Zoning Map, with the property proposed to be annexed depicted.
7. Stormwater acknowledgement consent.
PETITION OF ANNEXATION

This Petition is presented under the provisions of Section 171.044 Florida Statutes for the purpose of requesting that the real property described below be annexed to the City of Panama City Beach:

(SEE ATTACHED EXHIBIT “A”)

The property described above is contiguous to the municipal boundaries of the City of Panama City Beach.

The property is owned in its entirety by:

ReliantSouth Construction Group, Inc.

which, by his/her execution of this Petition, consents to this proposed annexation.

Dated this ___ day of ___, 20__ 

Signed, sealed and delivered in the presence of:

[Signatures]

WITNESS

WITNESS

WITNESS

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ___ day of ___, 20__, by

Richard Dodd

who is personally known to me.

who produced _______ as identification.

Signature of Notary Public

AGENDA ITEM # 4-6
REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant: Reliant South Construction Group, Inc.

Address: 490 Grace Avenue

City: Panama City State: FL Telephone: 850-215-5540 Fax: 850-215-5570

Email: ReliantSouth.com

Name of Acting Agent:

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Parcel Number of Property for Zoning or Rezoning: 37237-050-000

(Address/Location of Property for Zoning or Rezoning: 19942 PCB Parkway)

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

Small Scale Amendment: $1500.00 Large Scale Amendment: $2100.00 Date Collected

If a plan amendment is necessary, please provide an analysis of the consistency of the proposed amendment with all requirements of the Comprehensive Plan and LDC.

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

Basic Submittal Requirements - LDC Section 10.02.02

Name: Reliant South Construction Group Inc

Address: 490 Grace Avenue Email Address: ReliantSouth.com

City: Panama City State: FL Telephone: 215-5540 Fax: 215-5570

Date of Preparation: 4/7/16 Date(s) of any modifications: 

Legal Description: (Consistent with the Required Survey) See attached

A vicinity map showing the location of the property.

Present Zoning Designation: C-2 Requested Zoning Designation: 

Future Land Use Map: T

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

Print Name of Applicant

Date: 4/6/16

FEES:

Rezoning Application Fee: $900.00

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

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

Date Collected: 4/6/2016
ACKNOWLEDGMENT AND CONSENT

The _______ ("Owner") represents unto the City of Panama City Beach, Florida, (i) that it owns all of the property described below, (ii) that the property is or should be assessed in its name upon the latest ad valorem tax rolls of Bay County, Florida, and (iii) that it has requested that the property be annexed into the City of Panama City Beach, to wit,

SEE ATTACHED LEGAL DESCRIPTION

FURTHER, Owner consents and agrees that, upon annexation into the City, Owner's Property will be subject to all of the same non ad valorem assessments, including recurring assessments, as have been previously levied or will be levied on other similarly situated/benefited property in the City and waives notice and opportunity of hearing upon the levy of such previous assessments against Owner's property being annexed.

This consent is authorized by and is given pursuant to Section 197.3632(4)(a) Florida Statutes in order to preclude a public hearing necessitated solely by the annexation of Owner's property.

DATED THIS 6th DAY OF April, 2016

WITNESSES

[Signatures]

OWNER

Name:

By: ________________________________

It's President

AGENDA ITEM # H-6
Special Warranty Deed

This Special Warranty Deed made this 15th day of June, 2015 between SunSouth Bank, an Alabama banking corporation whose post office address is 108 Jamestown Blvd., Dothan, AL 36301, grantor, and ReliantSouth Construction Group, Inc., a Florida corporation whose post office address is 490 Grace Ave, Panama City, FL 32401, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Bay County, Florida, to-wit:

Commence at the Northwest Corner of Section 11, Township 3 South, Range 17 West, Bay County, Florida; thence South 01 degree 31 minutes 20 seconds West along the West line of Section 11 for 1319.74 feet; thence South 87 degrees 53 minutes 31 seconds East for 476.22 feet to a St. Joe Paper Company monument on the North right of way line of Panama City Beach Parkway (200 foot right of way) and the Point of Beginning; thence South 87 degrees 53 minutes 31 seconds East, 115.47; thence South 02 degrees 06 minutes 32 seconds West, 10.00 feet; thence South 87 degrees 53 minutes 52 seconds East, 34.75 feet; thence North 29 degrees 48 minutes 34 seconds East, 37.77 feet to the South right of way line of a 100 foot Gulf Power Company easement; thence South 60 degrees 17 minutes 25 seconds East along said right of way line for 319.61 feet; thence South 29 degrees 42 minutes 42 seconds West for 99.34 feet to the North right of way line of Panama City Beach Parkway (200 foot right of way); thence North 60 degrees 11 minutes 11 seconds West along said right of way line 457.43 feet to the Point of Beginning.

Parcel Identification Number: 37237-050-000

AND THE GRANTOR, DOES HEREBY COVENANT with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by, through, or under it, but against none other.

GRANTOR makes no representation or warranties of any kind of character expressed or implied as to the condition of said property. The Grantees have inspected and examined the property and are purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on their own judgment.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.
Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

MISTY RAMONA TYSON
Witness Name: MISTY RAMONA TYSON

State of ALABAMA
County of HOUSTON

The foregoing instrument was acknowledged before me this 14th day of June, 2015 by Wayne Hendley, Vice President of SunSouth Bank, on behalf of the corporation. He ☑ is personally known to me or ☐ has produced as identification.

MISTY RAMONA TYSON
Notary Public
Printed Name: MISTY RAMONA TYSON
My Commission Expires: July 21, 2018
April 6, 2016

Dear Neighbor:

We are in the process of annexing our property on Panama City Beach Parkway as reflected by the attached into the City of Panama City Beach. As you own property within 300' of the subject property, we are required to share this information plus the attached with you.

If you have any questions, please feel free to contact me or the City’s Planning Department.

Sincerely,

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

Date printed: 04/06/16 : 14:43:07

AGENDA ITEM # 4-6
CITY OF PANAMA CITY BEACH PUBLIC NOTICE OF ANNEXATION, SMALL SCALE AMENDMENT AND ZONING DESIGNATION REQUEST

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

APPLICANT: ReliantSouth Construction Group, Inc.

ADDRESS/LOCATION: 19942 Panama City Beach Parkway

This is being requested because, The Applicant desires to obtain a small scale amendment and to annex into the City specifically as Commercial - Low Intensity (CL) with a Future Land Use Map Designation of Tourist.

MEETING INFORMATION:

Date: May 9th, 2016
Time: 2 PM
Place: City Council Meeting Room, 110 S. Arnold Road, Panama City Beach

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

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5054, ext. 2313.
REGULAR AGENDA
ITEM NO. 7
**CITY OF PANAMA CITY BEACH**
**AGENDA ITEM SUMMARY**

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
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<tr>
<td>ADMINISTRATION/MARIO GISBERT</td>
<td>JUNE 23, 2016</td>
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<th>3. Requested Motion/Action:</th>
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<tr>
<td>HOLD A PUBLIC HEARING AND SECOND READING OF ORDINANCE 1387 AMENDING THE CITY’S LEAVE NO TRACE REGULATIONS</td>
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<th>4. Agenda</th>
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<tr>
<td>Presentation</td>
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<td>Public Hearing</td>
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<td>Consent</td>
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<td>Regular</td>
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<th>5. Is This Item Budgeted (If Applicable):</th>
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<td>Yes □ NO □ N/A △</td>
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<tr>
<th>6. Background: (Why is the Action Necessary, What Goal Will Be Achieved)</th>
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<td>In 2012, the City adopted Leave No Trace regulations, which among other things, prohibited any person from leaving items of personal property on the sandy gulf beach after 7pm. The regulations permitted items to be left at the toe of the dune, and declared that such items would not be considered discarded by the owner. The City has found that much of the personal property left at the toe of the dune has in fact been discarded by the owner, as over the course of weeks the amount of personal property left at the toe of dune becomes so great as to impede access and require the expenditure of considerable sums to remove the property. This ordinance amends the present regulations to remove the provision that permitted placement of such property at the toe of the dune, revises the conditions under which personal property may be stored under private walkovers, and revises the definition of beach to include all loose sandy areas between the water and the nearest paved road. If adopted, this Ordinance should end the placement of personal property at the toe of the dune, and enable the City to remove immediately any unattended items found in or around the dunes after 7pm.</td>
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<th>7. Detailed Budget Amendment Attached:</th>
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<td>Yes □ NO □ N/A △</td>
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**AGENDA ITEM # 1**
ORDINANCE NO. 1387

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 7 OF THE CITY’S CODE OF ORDINANCES RELATED TO BEACH, BOATS AND WATER SAFETY, RELATED TO THE CITY’S “LEAVE NO TRACE” REGULATIONS; REMOVING A PROVISION ALLOWING PERSONAL PROPERTY TO BE STORED OR PLACED AT THE TOE OF THE DUNE FROM 7PM TO 7AM; ESTABLISHING CONDITIONS FOR THE PLACEMENT OF PERSONAL PROPERTY UNDER PRIVATE DUNE WALKOVERS AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; REVISING THE DEFINITION OF BEACH TO INCLUDE ALL LOOSE SANDY AREAS BETWEEN THE WATERS OF THE GULF OF MEXICO AND THE NEAREST PAVED ROAD; AMENDING THE PENALTIES FOR VIOLATIONS; 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 7, BEACH, BOATS AND WATER SAFETY, of the Code of Ordinances of the City of Panama City Beach, related to Article VIII, Obstructions on the Beach and Beach and Beach Access Areas Prohibited, is amended to read as follows:

ARTICLE VIII. OBSTRUCTIONS ON THE BEACH AND BEACH ACCESS AREAS PROHIBITED

Sec. 7-120. Purpose.
The purpose of this article is to ensure the beach and beach access areas are free from any obstruction by any item of personal property in order to protect public ingress, egress, and regress to the beach, promote public safety, and to protect endangered sea turtles.

Sec. 7-121. Definitions.
As used in this article:

Beach means that area of unconsolidated material that extends landward from the mean low water line of the Gulf of Mexico, to the frontal dune, or to where there is no frontal dune, to the line of permanent vegetation or construction, whichever is more seaward. means all loose or uncompacted sandy area, including sand dunes and vegetated area, lying between the waters of the Gulf of Mexico and the seaward boundary of the seaward-most paved roadway.

Beach access areas means those public beach access points identified by the City Parks and Recreation Department, including associated boardwalks, walkways, and dedicated parking areas, and the area on the
beach beginning at the entrance of the beach access point perpendicular with the applicable road right of way to the water’s edge.

_Dune_ means a mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered with vegetation, and is subject to fluctuations in configuration and location. In the absence of a discernible dune, the seaward boundary of a dune will be deemed to be the line of native vegetation.

_Personal property_ means all types of personal property, including by way of example and not limitation, tents (including tent frames), canopies, cabanas, umbrellas and other shading devices, picnic tables, tiki huts, volleyball nets, tents, hammocks, beach chairs and other furniture, kayaks, canoes, catamarans, floats, sailboards, surfboards, kites, jet skis, sailboats, water cycles and other watercraft.

_Toe of the dune_ means that area just seaward and off the dune where there is no vegetation.

**Sec. 7-122. Obstructions on the beach and beach access areas prohibited.**

(a) It shall be unlawful for any person to leave an item of personal property unattended on any portion of the sandy gulf beach located in the City from 7:00 p.m. until 7:00 a.m. daily, except as otherwise permitted in this article.

(b) It shall be unlawful for any person to leave an item of personal property unattended at anytime within any public beach access area located in the City.

(c) Any item of personal property left on the beach unattended in violation of this article shall be deemed discarded by the owner and shall become the property of the City, which may dispose of the item.

(d) From 7:00 p.m. until 7:00 a.m. daily, on public beaches or on private property with the upland owner’s permission, items of personal property that are relocated as close to but not on the toe of the dune or native vegetation, or where there are no dunes or native vegetation, are relocated as close as practicable to an existing permanent structure or the line of buildings, will not be considered discarded by the owner, abandoned or a violation of this article, provided:

1. Such items shall not be placed on the toe of the dune or native vegetation;
2. Such items shall be stored in a neat and orderly manner;
3. Such items shall not obstruct access to the beach from the nearest public access areas, nor obstruct access on the beach, nor impact native vegetation, nor significantly affect sea turtles.

(4) Private property owners may store _their personal property_ items under or adjacent to their private dune walkovers or boardwalks, provided:

1. Such items shall not be placed on a dune or on native vegetation;
2. Such items shall be stored in a neat and orderly manner;
3. Such items shall not obstruct public access on the beach, nor impact native vegetation, nor significantly affect sea turtles.

(5) Items shall not be placed on any public beach access point or within twenty (20) feet of any public trash receptacle.

(e) Unattended items of personal property in violation of this article shall be removed from the beach by the Code Enforcement Officer, persons under contract with the Bay County Tourist Development Council, any law enforcement officer, licensed beach patrol, or lifeguard.

(f) Unattended or abandoned items of personal property in violation of this article are a public nuisance.

**Sec. 7-123. Exceptions.**

The prohibitions contained in Section 7-122 do not apply to:

1. Trash containers;
2. Lifeguard stands and lifeguard storage containers, and safety devices;
3. Signs placed by a governmental agency;
4. Items placed by persons acting under authority of the City Manager or other governmental agency;
5. Structures, including without limitation boardwalks, decks, and dune walkovers constructed and permitted by the City, Bay County or the State of Florida; and
Items placed on the beach by persons who have authorization or a permit to engage in marine turtle
nesting research issued by the United States Fish and Wildlife Service.

Sec. 7-124. Permits.
(a) Permits may be issued by the City Manager or their designee for activities otherwise prohibited by this
article for such periods of time and under such conditions as the City Manager deems appropriate under the
circumstances that are found to be necessary for:
(1) Reasonable accommodation of persons with disabilities;
(2) Adjunct to a lawfully existing activity;
(3) For the conduct of a governmental, civic or educational activity;
(4) For the conduct of scientific research;
(5) For special events, or
(6) For a beach amusement, beach business, or beach service governed by Article III of this
chapter.

(b) There shall be no fee for obtaining this permit. Such permit shall include the following:
(1) Name and contact information of the owner or person in possession and control of the item;
(2) Description of the item;
(3) Location of the item;
(4) Duration of time the item will remain in such location; and
(5) Acknowledgement that owner or person in possession and control of the item will be liable for
any impacts to federally protected species.

(c) This article is not intended to authorize any violation of Section 379.2431 Florida Statutes or any of the
provisions of the Endangered Species Act. The City will not be liable for any impacts to federally protected
species resulting from persons leaving items of personal property on the beach and such liability will rest with
the owner of such item.

Sec. 7-125. Notice.
The City shall provide notice of this ordinance by posting a permanent sign located at the entry of every beach
access point.

Sec. 7-126. Penalty.
A violation of this article shall be punishable as a Class 2 Infraction as provided in Section 7-502.

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

SECTION 3. The appropriate officers and agents of the City are authorized and
directed to codify, include and publish in electronic format the provisions of this Ordinance
within the Panama City Beach Code, and unless a contrary ordinance is adopted within
ninety (90) days following such publication, the codification of this Ordinance shall become
the final and official record of the matters herein ordained. Section numbers may be
SECTION 4. This Ordinance shall take effect immediately upon passage.

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

____________________
MAYOR

ATTEST:

____________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________, 2016.

____________________
MAYOR

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

Posted on pcbgov.com on the ___ day of ____________, 2016.
**CITY OF PANAMA CITY BEACH**  
**AGENDA ITEM SUMMARY**

1. **DEPARTMENT MAKING REQUEST/NAME:**  
   ADMINISTRATION/MARIO GISBERT

2. **MEETING DATE:**  
   JUNE 23, 2016

3. **REQUESTED MOTION/ACTION:**  
   HOLD A PUBLIC HEARING AND SECOND READING OF ORDINANCE 1388, IMPOSING A MORATORIUM ON THE ISSUANCE OF PERMITS FOR LOW SPEED VEHICLE RENTALS

4. **AGENDA**  
   - PRESENTATION
   - PUBLIC HEARING
   - CONSENT
   - REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**  
   - YES
   - NO
   - N/A

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**
   On November 4, 2015, the City adopted Ordinance 1351-L, providing among other things, a limitation on the number of scooters which may be rented at any location within the City, and requiring the inspection and registration of low-speed vehicles to be offered for rent in the City. The registration of rented low speed vehicles in the City has increased from a total of 93 in November 2015 to a total of 194 as of May 12, 2016.

   At its May 12, 2016 meeting, the City Council made a policy directing staff to prepare amendments for the Council’s consideration to the City’s land use regulations to address the rental of low-speed vehicles in the City before attempts at regulating the rental of low-speed vehicles are overcome by the volume of low-speed vehicles being rented and operated in the City, and in connection therewith specifically directed that no additional low-speed vehicles shall be eligible for registration and permit by the City.

   If adopted, this Ordinance will impose a moratorium throughout the City on development orders for any business requesting to establish or expand a business for the rental of low speed vehicles specifically or for Motor Vehicle Sales or Rental uses generally while the City considers changes to its policies, regulations and ordinances.
ORDINANCE NO. 1388

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA; PROVIDING FOR THE IMPOSITION OF A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS AND ON THE PROCESSING OF APPLICATIONS CONCERNING MOTOR VEHICLES SALES, RENTAL OR SERVICE FACILITIES ON FRONT BEACH ROAD OR ON A CITY ROAD WITH A POSTED SPEED LIMIT OF 45 MPH OR LESS THAT CONNECTS DIRECTLY TO FRONT BEACH ROAD, OR RELATED TO THE ESTABLISHMENT, CHANGE OF USE, EXPANSION OR ALTERING OF BUILDINGS OR PARKING AREAS ON PROPERTY THROUGHOUT THE CITY ON WHICH LOW SPEED VEHICLES ARE OFFERED OR INTENDED TO BE OFFERED FOR RENTAL; MAKING FINDINGS OF FACT; PROVIDING FOR A SIX (6) MONTH TERM OF THE MORATORIUM WHICH MAY BE EXTENDED IF NECESSARY BY THE CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is a tourist destination frequented by tens of thousands at a time; and

WHEREAS, while drawn to town by the beach, visitors look for other forms of amusement off the beach as well; and

WHEREAS, on November 4, 2015, the City adopted Ordinance 1351-L, providing among other things, a limitation on the number of scooters which may be rented at any location within the City, and requiring the inspection and registration of low-speed vehicles to be offered for rent in the City; and

WHEREAS, the Council finds that the registration of rented low speed vehicles in the City has increased from a total of 93 in November 2015 to a total of 194 as of May 12, 2016; and

WHEREAS, while the City anticipated that the adoption of Ordinance 1351-L would mean a rise in the rental of low speed vehicles or other vehicles rented in tourist destinations, the volume of these registrations in such a short period of time indicates that the time has come to begin considering the potential impacts of such use; and

WHEREAS, Ordinance 1351-L authorized staff to work with the industry to explore the accommodation of alternate amusements to fill the gap created by the reduction of rented motor scooters; and

WHEREAS, the City Council finds that rented low-speed vehicles are fairly to be considered amusements intended to fill the gap created by the reduction of rented motor
scooters, as such low-speed vehicles are primarily made available for rent by the same
businesses whose ability to rent motor scooters has been limited by Ordinance 1351-L;
and

WHEREAS, the City finds that the rented low-speed vehicles are rented to persons
who drive traditional motor vehicles to the City or adjacent unincorporated areas of Bay
County, and thereafter rent the low-speed vehicles upon their arrival to town as an
amusement to enjoy the sights and sounds of Front Beach Road rather than as a means of
transportation around and throughout the community (since their operation in fact is limited
to Front Beach Road and adjacent neighborhood roads with a posted speed limit of 35mph
or less); and

WHEREAS, the Council finds that it is necessary and appropriate and in the best
interests of the City’s residents and guests to prohibit further registration of these rented
vehicles immediately; and

WHEREAS, at its May 12, 2016 meeting, the City Council made a policy directing
staff to prepare amendments for the Council’s consideration to the City’s land use
regulations to address the rental of low-speed vehicles in the City before attempts at
regulating the rental of low-speed vehicles are overcome by the volume of low-speed
vehicles being rented and operated in the City, and in connection therewith specifically
directed that no additional low-speed vehicles shall be eligible for registration and permit by
the City; and

WHEREAS, the City deems it appropriate to set aside sufficient time to consider and
formulate new policies, regulations and ordinances addressing the issue facing the City;
and

WHEREAS, the City desires to take advantage of its home rule authority to propose,
consider and possibly adopt regulations that it deems appropriate and in the best interests
of the City and its residents and guests with respect to the regulation of rented low speed
vehicles; and

WHEREAS, the City deems it necessary and appropriate to impose a moratorium
throughout the City on development orders for any business requesting to establish or
expand a business for the rental of low speed vehicles specifically or for Motor Vehicle
Sales or Rental uses generally while it considers changes to its policies, regulations and
ordinances.

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

SECTION 1. From and after the effective date of this ordinance, there shall be a

Ord. 1388
Page 2 of 4
moratorium upon the acceptance of applications and the issuance of Development Orders and Permits concerning motor vehicle sales, rental or service facilities located on parcels of land on Front Beach Road or on a city road with a posted speed limit of 45mph or less that connects directly to Front Beach Road, or applications related to a change of use, expansion or altering of buildings, structures or parking areas on any parcel in the City on which Low-speed Vehicles are offered or intended to be offered for rental.

SECTION 2. The moratorium imposed by this Ordinance is temporary and, unless dissolved earlier by the City, shall automatically dissolve in six (6) months from the effective date of this Ordinance unless otherwise extended in accordance with applicable law. The moratorium may be reasonably extended, if necessary, by Ordinance of the City Council.

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

SECTION 4. If any word or provision or other part of this ordinance is deemed unconstitutional or unenforceable for any reason, such portion shall be severed from this ordinance and the remaining portions thereof shall be unaffected thereby.

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

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

__________________________
MAYOR

ATTEST:

__________________________
REGULAR AGENDA
ITEM NO. 9
At the City's May 26th meeting, staff was directed to prepare an ordinance prohibiting tents on the beach from Memorial Day to Labor Day. That ordinance 1389 was prepared and submitted to the Council for consideration at its June 9, 2016 meeting, together with a memo listing other alternative means and methods of regulating shade devices. After discussion at the meeting and input from the public, any intent to move forward with Ordinance 1389 was apparently abandoned as staff was instead directed to draft a new ordinance prohibiting shade devices within the area 30 feet between the water and the commerce setback.

A draft of that ordinance 1389-R was prepared and sent to the City Manager for review and comment on June 14. On June 15, the City Manager directed the draft be revised to prohibit only canopies in the first thirty feet, and a revised version of 1389-R was sent back to the City Manager for review and comment on June 16. That revised version of the Ordinance is attached to this memo for your consideration.

If the form of the Ordinance is acceptable to the Council, it is available for first reading. If the Council does not choose to move forward with the Ordinance, no formal action on the Ordinance is required.
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 7 OF THE CITY’S CODE OF ORDINANCES RELATING TO BEACHES, BOATS AND WATER SAFETY; PROHIBITING CANOPIES WITHIN 30 FEET OF THE PRIMARY WRACK LINE; PROVIDING FOR PENALTIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, beaches in this state represent one of the most valuable natural resources of Florida and it is in the public interest to preserve and protect them; and

WHEREAS, there are approximately 8 miles of beach within Panama City Beach, which the City finds to be a tremendous resource and asset to the community; and

WHEREAS, the County restores, renourishes and maintains the beach (inside and outside of the City limits), and regularly patrols, cleans and removes debris and trash from the beach, which the City supports; and

WHEREAS, the City declares for itself the duty to preserve and protect the use of the re-nourished beach for the enjoyment of the public; and

WHEREAS, it has been the City’s custom to treat that portion of beach lying 10’ landward of the primary wrack line to be wholly belonging to the State; and

WHEREAS, given the success of the three renourishment projects undertaken on the City’s beaches since 1998, the City presumes that the portion of land held in its trust on behalf of the public is more likely to include at least that portion of the sandy beach lying 30’ landward of the primary wrack line; and

WHEREAS, the City acknowledges that such a presumption may be rebutted in those certain places where a survey of the Erosion Control Line is found to exist within this area of the sandy beach 30’ landward of the primary wrack line, and in such cases, the City holds in trust for the enjoyment of the public only that portion of the sandy beach lying seaward of the erosion control line; and

WHEREAS, on July 10, 2014, the City adopted Ordinance 1301, which substantially updated Chapter 7 regulating use of the Beach, and among other things, provided that goods permitted to be rented on the beach shall not be placed within that 30’ strip landward of the primary wrack line; and

WHEREAS, the City now finds that given the popularity of beach tents and canopies brought to the beach by the general public, another regulation is necessary to prohibit the
crowding of this area with such shade structures that do or may impede travel along or views of the beach; and

WHEREAS, the City finds that protecting this (approximately) 30’ wide area preserves both the City’s need to allow limited vehicle access for commerce and patrol, but also the rights of the general public to access and enjoy the beach, while balancing the rights of upland owners and businesses to enjoy, control and manage their beaches; and

WHEREAS, the City’s action to preserve this 30’ strip on the beach, free from commerce and shading devices is not inconsistent with its duty to preserve the common-law rights of the upland owners and businesses enunciated by the legislature in 161.201, Florida Statutes, and the upland owners will still be able to use the beach to exercise their common law rights of ingress, egress, view, boating, bathing and fishing.

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

SECTION 1. From and after the effective date of this ordinance, Section 7-11 of the Code of Ordinances of the City of Panama City Beach, related to conduct on the sandy gulf beach, is established to read as follows:

Section 7-11. Canopies prohibited near shore.

(a) It shall be unlawful for any person to erect, store or place a Canopy on the sandy gulf beach within thirty (30) feet landward of the primary wrack line, or if there be no primary wrack line, the scarf line or landward edge of the wet sand. For purposes of this section, “Canopy” shall mean a temporary structure generally used for shade or shelter which generally consists of a rectangular shaped fabric supported on four or more vertical poles.

(b) Penalties. Violation of this Section shall be punishable as a Class 3 Infraction as provided in Section 7-503.

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

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

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

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

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this ____ day of ____________,
2016.

__________________________
MAYOR

Published in the __________________ on the ____ day of ________, 2016.

Posted on pcbgov.com on the ____ day of ____________, 2016.
REGULAR AGENDA
ITEM NO. 10
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:**
   June 23, 2016

3. **REQUESTED MOTION/ACTION:**
   Approve the Bayside Water and Wastewater System Improvements construction agreement with L&R Contracting, LLC. Authorize an additional $100,000 for potential contract changes.

4. **AGENDA**
   - PRESENTATION
   - PUBLIC HEARING
   - CONSENT
   - REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - Yes [X] No [ ]
   - BUDGET AMENDMENT OR N/A
   - DETAIL BUDGET AMENDMENT ATTACHED Yes [ ] No [X]
   - N/A

6. **BACKGROUND:**
   The City Council initiated acquisition of the Bayside Utilities service area and system assets via Resolutions 2011-29.1 and 29.2, and ultimately closed on the acquisition in May 2012. Bayside water and sewer system serves approximately 295 residential units and is located on Wildwood Road at the northeast end of our franchise area. The water and sewer system needs to be replaced in order for the City to provide more reliable and efficient service, with lowered maintenance costs. This replacement need was anticipated during the acquisition negotiations, and Bay County has agreed to contribute $500,000 toward construction costs for help in restoration of the County maintained roads that will be impacted during the utility work.

   All design work and permitting is complete, a solicitation for construction bids was publicly advertised and four bidders responded. The engineering consultant has reviewed the bids, and recommends awarding the work to the low bidder, L&R Contracting, LLC in the basic amount of $3,483,407. Staff concurs and further recommends the City Council authorize an additional not-to-exceed $100,000 (approx. 3% of bid) for the resolution of potential change orders resulting from unforeseen below ground conditions. Staff has very little information on locations of existing sewer connections to individual units. The current system meanders through private yards, and the new system will be installed in public rights of way.

   This project is currently budgeted and the proposed expenditure is within budget. Attached is a copy of the bid tabulation, consultant recommendation and draft agreement with L&R.

   **WHY** - To allow the City Manager to enter into a construction contract with L&R Contracting, LLC

   **WHAT** - Facilitate the planned reconstruction of the Bayside water and sewer utility system to improve service in that area and reduce maintenance costs.
RESOLUTION 16-88

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH L&R CONTRACTING, LLC, FOR THE RECONSTRUCTION OF BAYSIDE WATER AND WASTEWATER IMPROVEMENTS IN THE AMOUNT OF $3,483,407, AUTHORIZING EXECUTION AND A $100,000 CONTINGENCY, 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 Agreement between the City and L&R Contracting, LLC, relating to reconstruction of Bayside Water and Wastewater Utility Improvements, in the basic amount of Three Million, Four Hundred Eighty Three Thousand, Four Hundred Seven Dollars and No Cents ($3,483,407.00), together with a contingency amount not to exceed One Hundred Thousand Dollars ($100,000) in substantially the form of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________
   Mike Thomas, Mayor

ATTEST:

_____________________________
Diane Fowler, City Clerk
June 16, 2016

Via E-mail at ashortt@pcbeqy.com and U.S. Mail

Mr. Al Shortt, P.E.
City Engineer/Utilities Director
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

RE: Bayside Water and Wastewater System Improvements
Bid Results/Award Recommendation
Dewberry Project No.: 211.159

Dear Mr. Shortt:

On behalf of the City of Panama City Beach (City), Dewberry | Preble-Rish, received bids from four (4) contractors at 2:00 p.m. on June 15, 2016 for the Bayside Water and Wastewater System Improvements project.

A certified bid tabulation sheet is attached (Attachment A).

After thorough review of all bids, L & R Contracting, LLC (L & R) was the lowest responsive bidder. We recommend that the City award L & R the contract for the Lump Sum Bid of $3,483,407.00.

The proposed agreement is enclosed for the City’s review and approval. (Attachment B)

Please notify our office once approved so we may prepare all of the necessary contract documents to be executed by the Contractor and the City.

If you have any questions or comments, please give me a call at 850.522.0644.

Sincerely,

Jennifer Majka
Staff Engineer

Attachments: A. Certified Bid Tabulation
B. Proposed Agreement

cc: Mrs. Elizabeth Moore, P.E., President, Anchor CEI (emoore@anchorcel.com)
<table>
<thead>
<tr>
<th>Item No</th>
<th>Summary of Bid Items</th>
<th>CAC</th>
<th>GCUC</th>
<th>Bidder</th>
<th>L &amp; R</th>
<th>Royal American</th>
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# Checklist of Bid Forms

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<th>Drug-Free Workplace</th>
<th>Trench Safety Act</th>
<th>Public Entity Claims</th>
<th>Sales Tax Addendum</th>
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<th>Addendum No. 2</th>
<th>Addendum No. 3</th>
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SECTION 00050
AGREEMENT

THIS AGREEMENT is made this _____ day of ___________________, 2016 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and L & R Contracting, LLC, doing business as a corporation, (an individual), or (a partnership), or (a corporation), having a business address of 309 Elm Ave., Panama City, Florida 32401 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of BAYSIDE WATER AND WASTEWATER IMPROVEMENTS ("Project"), to be located in the Bayside area off of Wildwood Road and will include work on Wildwood Road, Sunrise Drive, Big Daddy Drive, Linda Lane, Marina Drive, and Bay Circle in Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by Dewberry | Preble-Rish, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

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

2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 335 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $250.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $3,483,407.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010   ADVERTISEMENT FOR BIDS
Section 00020   INFORMATION FOR BIDDERS
Section 00030   BID PROPOSAL FORM
Section 00040   BID BOND
Section 00050   AGREEMENT
Section 00060   PERFORMANCE BOND
Section 00070   PAYMENT BOND
Section 00080   NOTICE OF AWARD
Section 00090   NOTICE TO PROCEED
Section 00095   STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096   TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097   PUBLIC ENTITY CRIMES STATEMENT
Section 00099   CERTIFICATE OF INSURANCE
Section 00100   GENERAL CONDITIONS
Section 00800   SUPPLEMENTARY CONDITIONS
Section 00801   SUBMISSION OF WORK SCHEDULE
Section 00802   PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL
Section 00808   SALES TAX EXEMPTION ADDENDUM
DRAWINGS prepared or issued by Dewberry | Preble-Rish/Baskerville-Donovan, Inc. dated May 16, 2016, to include Sheets No.:

COVER
Sheets C1 to C20 PLAN & PROFILE (PRI)
Sheets C21 STRIPING PLAN (PRI)
Sheets C22 – C26 EXISTING/PROPOSED LIFT STATION PLAN (BDI)
Sheet D1 TYPICAL ROADWAY SECTION (PRI)
Sheets D2 – D5 WATER DETAILS (PRI)
Sheet D6 EROSION CONTROL PLAN (PRI)
Sheets C900-C905 DETAILS (BDI)
Sheets M120/ M140 LIFTSTATION DETAILS (BDI)
Sheets M900 PUMP CURVES (BDI)
Sheets E001-003 ELECTRICAL PLAN AND DETAILS (BDI)
Sheets E131-132 LIFT STATION #1 SITE/STATION PLAN
Sheets E141-142 LIFT STATION #2 SITE/STATION PLAN

SPECIFICATIONS prepared or issued by Dewberry | Preble-Rish/Baskerville-Donovan, Inc. dated May 16, 2016, to include the following specifications and appendices:

Section 01046 SPECIAL PROVISIONS
Section 01065 PERMITS AND FEES
Section 01100 SPECIAL PROJECT PROCEDURES
Section 01110 ENVIRONMENTAL PROTECTION
Section 01150 MEASUREMENT AND PAYMENT
Section 01300 SUBMITTALS
Section 01380 CONSTRUCTION PHOTOGRAPHS
Section 01505 MOBILIZATION/DEMOBILIZATION

AGREEMENT 00050-4
BAYSIDE WATER AND WASTEWATER IMPROVEMENTS PROJECT NO. 211.159
AGENDA ITEM # 10
Section 01705  PROJECT CLOSEOUT
Section 02110  SITE CLEARING
Section 02200  EARTHWORK
Section 02210  GRASSING
Section 02211  SODDING
Section 02222  TRENCHING, BACKFILLING, AND COMPACTING
Section 02505  UNDERGROUND UTILITY PROTECTION
Section 02960  RESTORATION
Section 03310  CONCRETE WORK
Section 15062  POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS
Section 15063  POLYVINYL CHLORIDE (PVC) ASTM D2241 PIPE
Section 15101  VALVES AND ACCESSORIES
Section 15120  PIPING SPECIALTIES
Section 02500  PAVING QUALITY CONTROL SYSTEM
Section 02510  GENERAL CONSTRUCTION REQUIREMENTS FOR ASPHALT PAVEMENT
Section 02512  STABILIZING
Section 02518  PAINTING TRAFFIC STRIPES
Section 02520  ASPHALT TESTING
BDI SPECS
Section 02619  DUCTILE IRON PIPE AND FITTINGS
Section 02620  POLYVINYL CHLORIDE ASTM D3034 (PVC) GRAVITY SEWER PIPE
Section 02622  POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS
Section 02640  VALVES AND ACCESSORIES FOR WASTEWATER
Section 11100  SUBMERSIBLE CENTRIFUGAL PUMPS
Section 11305  PRE-CAST MANHOLE FOR WASTEWATER
Appendix A  CHANGE ORDER FORM
Appendix B  PAY REQUEST FORM
Appendix C  PRE-QUALIFICATION PACKAGE
Appendix D  CITY OF PANAMA CITY BEACH – MINIMUM TECHNICAL STANDARDS FOR UTILITY AS-BUILTS
Appendix E  PERMITS
Appendix F  GEOTECHNICAL ENGINEERING REPORT
Appendix G  BORING LOCATIONS - PAVEMENT AND BASE THICKNESS
Appendix H  ADDENDA (INCLUDED IN CONFORMED PLANS)

ADDENDA:
No. 1, dated May 23, 2016
No. 2, dated May 27, 2016
No. 3, dated June 13, 2016
No. 4, dated June 14, 2016

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

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

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

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

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

If to Owner:

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

If to Contractor:

L & R Contracting, LLC
309 Elm Ave.
Panama City, FL 32401
ATTENTION: Rhonda Lewis, President
Fax No.: ______________________

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may
wish to generate sales tax savings for the Project. Accordingly, to the extent
directed by and without additional charge to OWNER, CONTRACTOR shall
comply with and fully implement the sales tax savings program as more fully
described in the Sales Tax Exemption Addendum. If required by OWNER,
the Sales Tax Exemption Addendum shall be made a part of the Contract
Documents, the form of which is set forth in Section 00808.

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

12. Each of the parties hereto agrees and represents that the Agreement

AGREEMENT 00050-7
BAYSIDE WATER AND WASTEWATER IMPROVEMENTS PROJECT NO. 211.159
AGENDA ITEM # 10
comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

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

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term “including” is not limiting, and the terms “hereof”, “herein”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Jennifer Majka, Project Engineer, Dewberry | Preble-Rish

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole
or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGE REQUIRED [NOTE: THE CITY'S RISK MANAGER MUST REVIEW AND CONFIRM THE COVERAGE TYPES AND LIMITS SPECIFIED HERE FOR THIS PROJECT.]

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.
These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retentions shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by OWNER.
Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

**WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE COVERAGE**

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

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

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

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

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

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than 3 years following OWNER’S final acceptance of the project.

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

**BUSINESS AUTOMOBILE LIABILITY COVERAGE**

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR’S owned, non-owned, leased, rented or hired vehicles with limits not less than:
<table>
<thead>
<tr>
<th>Bodily Injury &amp; Property</th>
<th>$1,000,000 Combined Single Limit Each Accident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage</td>
<td></td>
</tr>
</tbody>
</table>

AGREEMENT 00050-13
BAYSIDE WATER AND WASTEWATER IMPROVEMENTS PROJECT NO. 211.159

AGENDA ITEM #10
EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers’ Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $10,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[Either list any required insurance (e.g. Professional Liability Insurance) or indicate that none is required at this time]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

BY: __________________________

NAME: Mario Gisbert

(Please type)

TITLE: City Manager

City Clerk

City Attorney (as to form only)

CONTRACTOR:

BY: __________________________

NAME: Rhonda Lewis

(Please Type)

NAME __________________________

ADDRESS: 309 Elm Ave, Panama City, FL 32401

(Please Type)

END OF SECTION 00050
REGULAR AGENDA
ITEM NO. 11
DEPARTMENT MAKING REQUEST/NAME: Stormwater/ Kelly Jenkins

REQUESTED MOTION/ACTION:
Approve Resolution 16-90, the Agreement with ENNEAD, LLC, for the update and preparation of the City's 2016-2017 Stormwater Assessment Roll.

AGENDA ITEM SUMMARY

MEETING DATE: 6/23/16

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

ENNEAD LLC has been preparing the Stormwater Non-ad Valorem Assessment TRIM Notice and Certifiable Roll for the City since the inception of this program. The attached contract is for ENNEAD LLC to provide consulting services to update the FY 2016-2017 Roll in the amount of $15,500.00.
RESOLUTION 16-90

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and ENNEAD, LLC, relating to the update and preparation of the City's 2016-2017 Stormwater Assessment Roll, in the basic amount of $15,500, in substantially the form attached and presented to the Council today, draft dated June 8, 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: ____________________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
June 8, 2016

Kelly Jenkins, P.E.
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32241-2199

Reference:  A Proposal to Provide Sub-Consulting Services Associated with the Update of the FY2016-2017 Stormwater NAV Assessment

Dear Kelly:

Attached is a proposal for the work needed to update and prepare the 2016-2017 Stormwater NAV Assessment TRIM Notice and Certifiable Roll.

FY 2016-17 information to the City’s attorney, so that the Annual Rate Resolution can include these new land use classes and their descriptions.

We will continue to remove parcels whose taxable value is below the assessment threshold.

I believe we have been successful in overcoming most problems caused by the inclusion of government-owned parcels in the roll that were not coded as “government-owned” be the Property Appraiser. We cannot guarantee, however, that we will catch all of these parcels in this category. Whenever possible, we will work with the Property Appraiser’s office to identify and request land use code changes for these parcels.

I will check with Amy regarding annexations that may have occurred since last year.

The TRIM Roll submittal deadline is likely to be around July 15th. We will wait to acquire a new data file from the county as late as possible to ensure the most accurate data.

The use of the database, web-hosting and technical support is included in this proposal.

As for the work described above, Ennead LLC (“Ennead”) is pleased to propose consulting services to assist the City in the update of the FY2016-2017 Stormwater Non-ad Valorem (“NAV”) Assessments.

Attached to this letter you will find the following attachments:
A - Scope of Services;
B - Hourly Rates; and
C - Work Order Agreement for your execution.

All work to be performed by Ennead LLC will reflect the funding strategy and policy goals set by the City based on their adopted legal documents and requirements of 197.3632 Florida Statute. The primary source of data is the Property Appraiser’s data files. Other adjustments to the billing files, such as mitigation credits or other adjustments will be based on information provided by City staff.
All work products and deliverables will support City policies and procedures. All calculations will be based on the existing “per ERU” rate, existing mitigation credit assignments and the apportionment methodology described in the adopted Stormwater Rate Resolution.

If there is to be a change to the Stormwater rate, please let us know as soon as possible, so all calculations that affect the values in the TRIM Roll will be based on the correct rate structure.

Deliverables will include the timely submittal of the TRIM Notice File and a Certifiable Assessment Roll. An electronic copy of the roll will be furnished to the City.

All updated and historical stormwater values will be stored in the eUtility assessment management application [http://pcbswu.ennead-data.com](http://pcbswu.ennead-data.com). Web-hosting and technical support for the eUtility database is included in this proposal.

Ennead staff will participate in phone conferences and site visits as may be required to reconcile data updates, prepare the Preliminary Roll (for use on the TRIM Notice) and a “Certifiable” Roll.

Ennead will provide the above-described services for a Lump Sum fee of $15,500. This fee is based on update procedures we have developed over the previous assessment periods and assumptions made as a result of our conversations about this project. It takes advantage of certain procedures that we have been able to streamline which have reduced to the total number of hours needed to complete this work.

If this proposal for consulting services is acceptable, please sign and return a copy to Ennead’s business office. If you have any questions, or feel we have made an incorrect assumption in gauging the work required to complete this project, please contact me at your earliest convenience.

Thank you for this opportunity. If you have any questions, please call me at 727 642-7605.

Best Regards,

ENNEAD LLC

Camilla Augustine, Owner
ATTACHMENT A - SCOPE OF SERVICES

Task 1  Project Management
Ennead staff will participate in on-site meetings, workshops, phone conferences, and provide project management documentation as may be necessary for the successful completion of the Scope of Services.

1.01 Attend a Kick-off Meeting or phone conference, as necessary, with City representative(s) or staff and with their representative at the City Attorney’s office;
1.02 Participate in phone conferences, as necessary, to facilitate the execution of the Scope of Services
1.03 Provide written documentation of data issues that cannot be reconciled without changes to the Property Appraiser’s database
1.04 Provide documentation within eUtility application
1.05 Document Pro Forma revenue
1.06 No additional charge for travel expenses associated with a one-day trip, if needed, to meet with City staff or City Attorney

Task 2  Update of existing “eUtility” Assessment Management Database Application –
The annual update of the Master Assessment File (in eUtility Database) based primarily on Bay County Property Appraiser records. Updated information includes assessment calculations, parcel information, land use information, billing status, exemption status, and other values required to develop the FY2015-2016 roll. Each sub-task includes file “cleaning”, record and transaction “tracking”, documentation within the eUtility database application. Subtasks include the:

2.01 Acquisition of the June 1, 2016 (or later) data files from Bay County Property Appraiser;
2.02 Comparison of 2016 Property Appraiser data with values in the 2015 Certified Assessment Roll through the creation of new exception reports;
2.03 Review changes in land use, deleted parcels, new parcels, parcel splits/joins, and changes in tax authority coding, review annexations that have occurred since previous roll; Review new construction that may have been completed in Pier Park
2.04 Determine impervious area associated with condo parcels that are not condo units, through physical measurement or other means
2.05 Provide assistance to the City’s attorney in developing language to be added to the Annual Rate Resolution (new condo parcels, not coded as “condos”)
2.06 Apply changes in mitigation credit status, credit amounts (with the assistance of City staff);
2.07 Application of changes in exemption types, exemption status and active/inactive status, such as identification of tax parcels that are “not-buildable”, such as boat slips, condo garage units, boat storage spaces, storage spaces, sub-merged land, Right of Way parcels, etc.; documentation of commercial condo units;
2.08 Application of changes in lot size, impervious area and “imperviousness” factors that result in a change in assessment values;
2.09 Preparation and timely delivery of the TRIM Notice File in the file format specified by the County’s representative;
2.10 Delivery of Preliminary Roll to the City Clerk following Annual Rate Resolution Hearing;
2.11 Preparation of a “Certifiable” Roll no later than September 15, 2016.

Task 3 System Enhancements, Web-hosting and Technical Assistance
Ennead will continue to provide system enhancements through the programming of new reporting features and customization of record displays. Ennead will provide continuous web-hosting of the password-protected eUtility database.

Total Lump Sum Fee is $15,500

Payment of Invoices
Invoices for work performed will be submitted to the City periodically on a percent complete basis periodically. Invoices are due upon receipt.

Additional Work
Any changes to the work order that are requested by the City and agreed to by Ennead LLC will be billed at the hourly rates shown in Attachment B.
ATTACHMENT B

Stormwater Utility Consulting Services

ENNEAD LLC Direct Labor Rates for Repeat Government Clients

<table>
<thead>
<tr>
<th>Ennead Project Team Member Title</th>
<th>Direct Labor Hourly Rate (*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>$145.00</td>
</tr>
<tr>
<td>Senior Programmer / Analyst</td>
<td>$185.00</td>
</tr>
<tr>
<td>Technical Support, GIS Digitizing, Analyst</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

(*) Direct labor hourly rates effective through December 31, 2016; rates may be adjusted by five percent (5%) annually for invoices rendered after December 1 of each year thereafter until project completion or as mutually agreed between parties.
ATTACHMENT C

Work Order Agreement between the
CITY OF PANAMA CITY BEACH and ENNEAD LLC

Assessment Services for the Annual Update and Enhancement of the Stormwater NAV
Assessment Program for FY 2016-2017

This Agreement is based on the Scope of Services (Attachment A) and Ennead LLC’s Hourly Fee
Schedule (Attachment B). The Lump Sum Fee of $15,500 includes Tasks 1 through Task 3.

Again we appreciate the opportunity to submit this proposal to you and look forward to being
involved in this important project.

SUBMITTED BY:

Ennead LLC
Tallahassee, Florida

ACCEPTED BY:

PANAMA CITY BEACH

6-8-2016

Camilla A. Augustine, Owner

Date

Title

Date
REGULAR AGENDA
ITEM NO. 12
Staff's recommendation is to replace a heater/cooler at the amount of $17,295.00 and to provide a budget amendment as per attached.

**BACKGROUND:** *(WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)*

Staff is recommending a budget amendment for the purchase of one Pool Heater/Cooler. Budget amendment is attached.

The Heaters/Coolers are going on 10 years old and for the last two seasons, we have now had (3) units go down. In 2015 we replaced one heater and back in March of 2016 the City Council had approved to replace another heater/cooler.

In preparing to install the 2nd approved heater/cooler we have found that a third heater/cooler also needs to be replaced. We are presently only working on 4 of 6 heaters/coolers. The professionals are saying that our heaters/coolers have met their life expectancy and that they recommend replacing the remaining 5 heaters/coolers as soon as we can.

Staff originally requested a bid to replace all 5 heaters/coolers. Symbiont Service Corp. was the only responsive bidder at a total cost of $83,775.00.

Due to limited contingency budget for the Aquatics Center, Symbiont Service Corp. has given us other options to replace these aging units while offering discounts for replacing multiple units at one time.

1 Unit  $18,635.00 – Already approved at City Council Level at the March 24, 2016 meeting
2 Units  $34,590.00 - $17,295.00 each
3 Units  $51,565.00 - $17,188.33 each
4 Units  $67,240.00 - $16,855.00 each
All of these options are still within their initial bid amount of $83,775.00

Staff's recommendation at this time is to replace a third heater/cooler in the amount of $17,295.00, and to provide a budget amendment as per attached.
RESOLUTION 16-91

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF ONE SYMBIONT GEOTHERMAL POOL HEATING/COOLING UNIT IN THE BASIC AMOUNT OF $17,295; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Symbiont Service Corp. relating to the purchase of one Symbiont Geothermal Pool Heating/Cooling unit to be used by the Aquatics Center, in the total amount of Seventeen Thousand Two Hundred and Ninety Five Dollars ($17,295), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit A and presented to the Council today, draft dated March 11, 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.

2. The following budget amendment (# 38) 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 B, to reflect the appropriation of funds for the purposes stated herein.

3. 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 June, 2016.

CITY OF PANAMA CITY BEACH

By: ______________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 16-91
AGENDA ITEM # 10
To: Frank Brown Aquatic Center
16200 Panama City Beach Parkway
Panama City Beach, Florida 32413

Phone: 850-233-5045
Attn: Cheryl Joyner

Date 3/11/2016
No 3112016-1
Page 1 of 1
Job Frank Brown Park
Valid for 90 days
Terms Progressive Billing

Frank Brown Park Aquatic Center, Panama City Beach

Description
5 Symbiont PH-215-TT-RV GeoThermal Pool Heating/Cooling Units (460v 3 phase)
delivered and installed per Bid Specifications ........................................... $83,775.00

Includes:
- Heating/Cooling units delivered and installed.
- The existing Ranco t-stat will be removed.
- The digital t-stat on the lead unit will become the controlling t-stat for heating and cooling.
- The intermediate plate heat exchanger and loop pump will be removed and hauled away.
- One year Symbiont Service Corp all parts and labor warranty on the installation.
- Five year manufacturer's labor warranty on the Symbiont units.
- Seven year manufacturer's all parts only on the Symbiont units.
- Lifetime parts on titanium tube portion of the condenser and evaporator heat exchangers.

Does not include:
- Local municipal permits

Exhibit A

AGENDA ITEM #
Description of Operation & Specifications

MODEL PH-215-TT

Features
- Modular Design with Easy Piping and Wiring Access
- Painted Aluminum Cabinets with Raised-Base Aluminum Chassis
- Insulated for Quiet Operation
- High Efficiency Scroll Compressor with Inherent Motor-Protector
- Titanium Tube-Shell Heat Exchangers
- Refrigerant Liquid Receiver and Filter/Dryer
- Refrigerant Sight-Glass with Moisture Indicator
- Thermostatic Expansion Valve
- High and Low Pressure Switches
- Time Delay Compressor Protectors
- Electronic Digital Pool/Spa Thermostat
- Factory Installed Reverse-Cycle Summer Pool Cooling
- ARL or ETL Listed/Approved

Specifications

<table>
<thead>
<tr>
<th>Source EWT (Entering Water Temp)</th>
<th>65°F</th>
<th>75°F</th>
</tr>
</thead>
<tbody>
<tr>
<td>BTUH Rating</td>
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<td>221,545</td>
</tr>
<tr>
<td>COP</td>
<td>6.07</td>
<td>6.62</td>
</tr>
<tr>
<td>Source Water/Pool Water GPM</td>
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</tr>
<tr>
<td>Source Water Connections FPT</td>
<td>2&quot;</td>
<td></td>
</tr>
<tr>
<td>Compressor</td>
<td>13 HP</td>
<td></td>
</tr>
<tr>
<td>Volts/Hertz/Phase</td>
<td>208-230/60/3</td>
<td>460/60/3</td>
</tr>
<tr>
<td>RLA</td>
<td>51.3</td>
<td>23</td>
</tr>
<tr>
<td>LRA</td>
<td>300</td>
<td>150</td>
</tr>
<tr>
<td>Minimum Circuit Ampacity</td>
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<td>28.8</td>
</tr>
<tr>
<td>Maximum Breaker</td>
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<td>40</td>
</tr>
<tr>
<td>Weight</td>
<td>520 lbs.</td>
<td></td>
</tr>
<tr>
<td>Length/Width/Height</td>
<td>60&quot; x 34&quot; x 40&quot;</td>
<td></td>
</tr>
</tbody>
</table>

Description of Operation

The SYMBIONTM Geo-Thermal Pool Heater is a high quality, high performance, dedicated water-to-water package heat pump.

The SYMBIONTM is designed to provide high performance operation on private and public pools and spas. Like gas, the SYMBIONTM is totally unaffected by outdoor weather conditions and has a 15-20 year serviceable life expectancy.

The SYMBIONTM, while competitively priced with either solar heating systems or air source heat pumps, costs substantially less to operate than any air source available. When cost of operation and dependability are considered, the SYMBIONTM has no equal.

When the pool pump is running, and on demand of the thermostat, the SYMBIONTM pool heater and source water pump are energized to heat the pool.

Like any heat pump, the SYMBIONTM uses a refrigerant vapor compression cycle to extract free heat from one place (the heat source, either a well, a lake, or canal) and deliver it to another (the pool or spa). All you pay for is the electricity used by the compressor and pumps.
<table>
<thead>
<tr>
<th>FUND</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO</td>
<td>403-0000-572.64-20</td>
<td>Machinery and Equipment</td>
<td>37,400.00</td>
<td>16,000.00</td>
</tr>
<tr>
<td>FROM</td>
<td>403-0000-999.96-00</td>
<td>Reserves Available for Expenditures</td>
<td>56,050.00</td>
<td>(16,000.00)</td>
</tr>
</tbody>
</table>

Check Adjustment Totals: 93,450.00 0.00 93,450.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To appropriate funds from contingency to replace additional pool heater/cooler per recommendation of staff (Company to honor original bid price for (2) heaters - budget amendment reflects the difference between the price for (2) units and previous budget amendment #19)
REGULAR AGENDA

ITEM NO. 16
1. DEPARTMENT MAKING REQUEST/NAME:
   Administration/ Mario Gisbert

2. MEETING DATE:
   June 23, 2016

3. REQUESTED MOTION/ACTION:
   Discussion/Action regarding the Section 12-7, Requirement to keep property free of litter.

4. AGENDA
<table>
<thead>
<tr>
<th>PRESENTATION</th>
<th>PUBLIC HEARING</th>
<th>CONSENT</th>
<th>REGULAR</th>
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<tbody>
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<td>✓</td>
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</table>

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Sec. 12-7 Requirement to keep property free of litter.

(a) It is hereby determined that every person, firm or corporation owning, occupying, or entitled to possession or control of real property located in whole or in part within a Scenic Corridor, or entitled to protection of common-law rights pursuant to Florida Statutes section 161.201 with respect to property lying between the waters of the Gulf of Mexico and the Erosion Control Line established by the State of Florida, has a duty to keep such property free of litter.

(b) It is hereby declared unlawful and a violation of this section and code for any person, firm or corporation described in subsection (a) to cause or allow litter to be deposited or to remain regardless of its source upon any property which is subject to the duty recognized and imposed upon such person, firm or corporation by subsection (a), except in containers lawfully provided therefore.

(c) In addition to any other penalty provided by law, compliance with this Section 12-7 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

(Ord. No. 785, § 2, 3-27-03; Ord. No. 1148, § 1, 4-23-09)
**CITY OF PANAMA CITY BEACH**  
**AGENDA ITEM SUMMARY**

1. **DEPARTMENT MAKING REQUEST/NAME:** Administration/ Mario Gisbert  
2. **MEETING DATE:** June 23, 2016  
3. **REQUESTED MOTION/ACTION:** Discussion/Action regarding the new City Hall Building.  
4. **AGENDA**  
   - PRESENTATION ✓  
   - PUBLIC HEARING  
   - CONSENT  
   - REGULAR  
5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**  
   - YES ☑  
   - NO ☑  
   - N/A  
6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**  
   RFQ to select and negotiate with an Architectural team to program and design a new City Hall along with the associated site work.  
   
   Budget $3.5 Million for 12,500 square feet.  
   Time Frame: 14 months plus two months for site work.  
   Method of Delivery: Design/Bid/Build or Design/Build or Design/Construction Management.
### BUILDING PROGRAM ASSESSMENT

#### CITY HALL
(Mayor, City Manager, City Clerk and Administration)

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<tr>
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<td>• The proposed building design is a separate building</td>
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<td>- Existing Facility (Gross) 7,696 s.f.</td>
<td>• No plans have been developed for the City Hall</td>
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<td>- Council Room Addition (Net) 500 s.f.</td>
<td>Building.</td>
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**NOTES:**

* Additional 15% to include stairways, elevators, etc. to existing facilities.

** Additional 30% to include hallways, walls, stairways, elevators, etc. was determined based on the 2nd floor interior room spaces and the gross building area from the 2005 Building Design.

Revised February 19, 2008 Prepared by HHI Design
S.E. Aerial View
Panama City Beach
Municipal Complex Master Plan
Future City Hall

Panama City Beach

Municipal Complex Master Plan