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.

MEETING DATE: December 8, 2016
MEETING TIME: 6:00 P.M.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION- COUNCILMAN PHIL CHESTER

III. PLEDGE OF ALLEGIANCE- COUNCILMAN CHESTER

IV. APPROVAL OF REGULAR MINUTES OF OCTOBER 13 AND NOVEMBER 10, 2016

V. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

VI. PRESENTATIONS –
   1 DECEMBER BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD PRESENTATION.

VII. PUBLIC COMMENTS - (Limited to 3 Minutes for Consent and Regular Agenda items only)

VIII. CONSENT AGENDA
   1 REVISION OF THE MASTER AUDIT LIST TO REMOVE OBsolete ITEMS. These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval to remove these items. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

   2 RESOLUTION 17-24, PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH PRMG FOR CITY IMPACT FEE ANALYSIS. "A Resolution of the City of Panama City Beach, Florida, approving Agreement with PRMG in the amount of $46,000 for the performance of a City Impact Fee Analysis; and providing an effective date."

   3 RESOLUTION 17-27, BID AWARD- AQUATIC CENTER HVAC REPLACEMENT. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Ridge Heating and Air Conditioning, Inc., in the amount of $18,618 for the installation and purchase of the HVAC Replacement for the Aquatic Center."

   4 RESOLUTION 17-33, REPAIR OF WWTF ODOR CONTROL UNIT. "A Resolution of the City of Panama City Beach, Florida, approving a Purchase Order from Vapex Environmental Technologies relating to the repair of an Odor Control Unit for the City’s Wastewater Treatment Facility Influent Screens in the amount of $30,000."

   5 RESOLUTION 17-35, ROBERTS AND ROBERTS, INC., COLONY CLUB-NAUTILUS CONNECTION PROJECT CHANGE ORDER 1. "A Resolution of the City of Panama City Beach, Florida, approving a Change Order with Roberts and Roberts, Inc., for the installation of conduit for street lights for the Colony Club-Nautilus Connection Project in the amount of $13,923; authorizing execution and providing an effective date."

   6 RESOLUTION 17-36, 2017 CITY RECREATIONAL FACILITIES USER FEES. "A Resolution amending, updating, and in some cases establishing User Fees for City recreational facilities; repealing all Resolutions in conflict; and providing an effective date."
IX. REGULAR AGENDA - DISCUSSION/ACTION

NO. OFFICIAL ITEM
1  MG RESOLUTION 17-29, NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTION NON-AD VALOREM NUISANCE ABATEMENTS SPECIAL ASSESSMENTS THROUGHOUT THE CITY, PUBLIC HEARING.
2  ML ORDINANCE 1392, AMENDING LDC REGARDING PLANNING BOARD, 2ND READING, PUBLIC HEARING, ADOPTION.
3  ML ORDINANCE 1396, PENDING ORDINANCE DOCTRINE, 2ND READING, PUBLIC HEARING, ADOPTION.
4  ML ORDINANCE 1397, ANNUAL UPDATE OF CAPITAL IMPROVEMENTS SCHEDULE, 2ND READING, PUBLIC HEARING, ADOPTION.
5  MG ORDINANCE 1398, LOW SPEED VEHICLES REGULATION, 1ST READING, PUBLIC HEARING.
6  MG ORDINANCE 1399, AMENDING ORDINANCE 1388, EXTENDING LOW SPEED VEHICLE MORATORIUM.
7  MG ORDINANCE 1400, MARIJUANA DISPENSING FACILITIES MORATORIUM, 1ST READING, PUBLIC HEARING.
8  ML ORDINANCE 1401, ESTABLISHING FORECLOSURE REGISTRATION PROGRAM, 1ST READING.
9  ML ORDINANCE 1402, AMENDING CHAPTER 15 FOR CARPORT REGULATIONS, 1ST READING.
10* MG RESOLUTION 17-30, CAPITAL IMPROVEMENT PLAN PROFESSIONAL SERVICES AGREEMENT WITH ZHA & BUDGET AMENDMENT #8.
11  ML PLANNING BOARD APPOINTMENTS.
12  MT PUBLIC COMMENTS. (Limited to Three Minutes).
13  AM ATTORNEY REPORT.
14  MG CITY MANAGER REPORT.
15  MT COUNCIL COMMENTS.
16  MT ADJOURN.

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

JOHN REICHARD   X  PHIL CHESTER   X  JOSIE STRANGE   X  HECTOR SOLIS   X  MIKE THOMAS   X

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

JOHN REICHARD   X  PHIL CHESTER   X  JOSIE STRANGE   X  HECTOR SOLIS   X  MIKE THOMAS   X

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.
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: 12/5/16, 4PM.

<table>
<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>News Herald</td>
<td>John Henderson</td>
</tr>
<tr>
<td>Bullet</td>
<td>Editor</td>
</tr>
<tr>
<td>Channel 4</td>
<td>Ryan Rodig</td>
</tr>
<tr>
<td>Channel 7</td>
<td>Rex Ogburn</td>
</tr>
<tr>
<td>Channel 13</td>
<td>Ken McVay</td>
</tr>
<tr>
<td>Comcast</td>
<td>Kay C. McWilliams</td>
</tr>
<tr>
<td>WOW</td>
<td>Cil Schnitker</td>
</tr>
<tr>
<td>WKGC</td>
<td>Emily Balazs</td>
</tr>
<tr>
<td>WLTG</td>
<td>A. D. Whitehurst</td>
</tr>
<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
</tr>
<tr>
<td>Powell Broadcasting</td>
<td>Jeff Storey, GM</td>
</tr>
</tbody>
</table>

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

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

CIVIC ACHIEVEMENT AWARD

Be It Known That

Sky Hatton

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB

OF PANAMA CITY BEACH

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

Presented this 8th of December, 2016

MAYOR MIKE THOMAS
CONSENT ITEM 1
1. **DEPARTMENT MAKING REQUEST/NAME:**
   - Administration

2. **MEETING DATE:**
   - 12/8/16

3. **Requested Motion/Action:**
   - Find these items as surplus and approve removal from the Master Audit List.

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:**
   - Quarterly, all departments are asked if any items are to be declared surplus and removed from the Master Audit List. These are the items eligible to be declared surplus for various reasons. Staff recommends they be declared surplus and removed from the Master Audit List.
<table>
<thead>
<tr>
<th>City ID #</th>
<th>Year</th>
<th>Item</th>
<th>Serial #</th>
<th>Dept</th>
<th>Recommended Disposition</th>
<th>Notes</th>
<th>CC Mtg</th>
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<tbody>
<tr>
<td>1034</td>
<td>2016</td>
<td>Riding Mower</td>
<td></td>
<td>Street</td>
<td>Trashed</td>
<td></td>
<td>08/11/16</td>
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<tr>
<td>1675</td>
<td>2016</td>
<td>Sitex Mower</td>
<td></td>
<td>Street</td>
<td>Used for parts</td>
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</tr>
<tr>
<td>1678</td>
<td>2016</td>
<td>Fence/gates at Arnold HS</td>
<td></td>
<td>Street</td>
<td>Used for parts</td>
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<td>08/11/16</td>
</tr>
<tr>
<td>1679</td>
<td>2016</td>
<td>Rotoshear at WWTP</td>
<td></td>
<td>WWTP</td>
<td>Sold for scrap</td>
<td></td>
<td>08/11/16</td>
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<tr>
<td>619</td>
<td>2011</td>
<td>Ford Crown Vic</td>
<td>2FABP7BV1BX122480</td>
<td>Police</td>
<td>Towed-Used for parts</td>
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<td>08/11/16</td>
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<tr>
<td>784</td>
<td>2014</td>
<td>Dodge Charger</td>
<td>2C3CDXAT9EH38535</td>
<td>Police</td>
<td>Towed-Used for parts</td>
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<td>08/11/16</td>
</tr>
<tr>
<td>1807</td>
<td>2003</td>
<td>Ford F150 Truck</td>
<td>1FTRF18W13NB63431</td>
<td>Stormwater</td>
<td>Burned up</td>
<td></td>
<td>08/11/16</td>
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<tr>
<td>2071</td>
<td>1997</td>
<td>Ford Dump Truck</td>
<td>S-12</td>
<td>Street</td>
<td>Trashed</td>
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<tr>
<td>1033</td>
<td>2005</td>
<td>Ford F150 Truck</td>
<td>1FTRF1433SNA81670</td>
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<td>08/11/16</td>
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<tr>
<td>2006</td>
<td></td>
<td>Suzuki ATV</td>
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</tr>
<tr>
<td>438</td>
<td>2006</td>
<td>Ithaca Series 90 Plus cc receipt</td>
<td>HQ004072134</td>
<td>Water</td>
<td>Broken-Destroyed</td>
<td></td>
<td>12/08/16</td>
</tr>
<tr>
<td>439</td>
<td>2006</td>
<td>Ithaca Series 90 Plus cc receipt</td>
<td>HQ004072127</td>
<td>Water</td>
<td>Broken-Destroyed</td>
<td></td>
<td>12/08/16</td>
</tr>
<tr>
<td>2493</td>
<td>2006</td>
<td>Timing System Equipment</td>
<td></td>
<td>Aquatics</td>
<td>Donate</td>
<td></td>
<td>12/08/16</td>
</tr>
</tbody>
</table>
CONSENT ITEM 2
## Agenda Item Summary

**1. Department Making Request/Name:**
Police, Fire, Recreation and Library/Kelly Jenkins

**2. Meeting Date:**
12/08/2016

**3. Requested Motion/Action:**
Approve Agreement with Public Resources Management Group (PRMG) to Provide a Municipal Services Impact Fee Study.

**4. Agenda Presentation/Public Hearing/Consent/Regular**
- Consent

**5. Is this Item Budgeted (If Applicable)?**
- Yes

**6. Background: Why is the Action Necessary, What Goal Will Be Achieved?**
The City Council authorized staff to negotiate a Professional Services Agreement with the first ranked Firm (PRMG) to update the police, fire, library and recreation impact fee studies for planning purposes for the next 10 years.

Staff had discussions with PRMG and came to an agreement for services to provide a Municipal Impact Fee Study in the amount not to exceed $46,000 (see Exhibit A). Staff recommends approval of this agreement.
RESOLUTION 17-24

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH PRMG IN THE AMOUNT OF $46,000 FOR THE PERFORMANCE OF A CITY IMPACT FEE ANALYSIS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and PRMG, relating to the performance of a City Impact Fee Analysis in the basic amount of Forty Six Thousand Dollars ($46,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: __________________________
MIKE THOMAS, Mayor

ATTEST:

DIANE FOWLER, City Clerk
November 4, 2016

Ms. Holly White
Assistant to City Manager for Finance
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

Subject: Agreement to Provide a Municipal Services Impact Fee Study

Dear Ms. White:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this agreement to provide professional consulting services to the City of Panama City Beach, Florida (the "City" or "Client") associated with the preparation of a municipal services impact fee study (the "Impact Fee Study"). The purpose of the Impact Fee Study is to assist the City with its review and update of Police, Fire, Recreation and Library Impact Fees that are applied to new development.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the principal in charge, project manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the course of the engagement as needed. The services covered by this Agreement shall be billed based on the direct labor rates set out in Attachment A which is made a part of this proposal.

SCOPE OF SERVICES

The scope of services to be performed by PRMG is included on Attachment B, which is made a part of this proposal.

COMPENSATION AND BILLING

Based on the Scope of Services as summarized herein in Attachment B and the direct hourly labor billing rates as identified on Attachment A, we propose to establish a not-to-exceed contract budget to provide consulting services associated with the performance of the Impact Fee Study of $46,000.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by PRMG for such other direct costs, if any, will be billed to the City based on the Standard Unit Costs or reimbursement schedule as reflected on Attachment A. It is proposed that PRMG will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for
the engagement. A detailed schedule of the proposed budget is shown in Attachment C. No additional services above the cost estimate will be performed without the prior written authorization of the City.

TERM OF AGREEMENT
The terms of this proposed agreement and the associated direct hourly labor billing rates for PRMG personnel shall be in effect and continue through the completion of the project or twelve months after the date of execution of the Agreement, or some other contract period as mutually agreed to between the City and PRMG. It is anticipated that the project will be submitted to the City within 120 days after receiving the City’s capital planning information and other statistical data necessary to complete the study, which may depend on other, third party consultants not associated with this project team.

ADDITIONAL TERMS AND CONDITIONS
Additional standard terms and conditions, that are made part of this proposed agreement, are set forth in Attachment D which is made a part of this proposal.

We appreciate the opportunity to submit this agreement to provide rate consulting services to the City. If this agreement is acceptable, please execute both copies and return one copy to PRMG.

Very truly yours,

Public Resources Management Group, Inc

Henry L. Thomas
Vice President

ACCEPTED BY:
City of Panama City Beach

Name

Title Date
SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD UNIT COSTS

**DIRECT LABOR HOURLY RATES**

<table>
<thead>
<tr>
<th>Project Team Title</th>
<th>Direct Labor Hourly Rates [**]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$190.00</td>
</tr>
<tr>
<td>Associate</td>
<td>$150.00</td>
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<tr>
<td>Managing Consultant</td>
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<td>Assistant Analyst</td>
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<tr>
<td>Administrative</td>
<td>$ 55.00</td>
</tr>
</tbody>
</table>

[**] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index - Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

**STANDARD COST RATES**

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Standard Rates [**]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage Allowance - Personal Car Use Only</td>
<td>IRS Standard Mileage Rate</td>
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<tr>
<td>Reproduction (Black and White) (In-house)</td>
<td>$0.05 per Page</td>
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<tr>
<td>Reproduction (Color) (In-house)</td>
<td>$0.25 per Page</td>
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<tr>
<td>Reproduction (Contracted)</td>
<td>Actual Cost</td>
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<tr>
<td>Computer Time</td>
<td>$0.00 per Hour</td>
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<tr>
<td>Telephone Charges</td>
<td>Actual Cost</td>
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<tr>
<td>Delivery Charges</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Lodging/Other Travel Costs</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Meals</td>
<td>Not-to-exceed per PRMG Employee:</td>
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<tr>
<td></td>
<td>$8.00 – Breakfast</td>
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<tr>
<td></td>
<td>$12.00 – Lunch</td>
</tr>
<tr>
<td></td>
<td>$25.00 – Dinner</td>
</tr>
<tr>
<td>Subconsultant Services</td>
<td>Actual Cost plus 5.0%</td>
</tr>
<tr>
<td>Other Costs for Services Rendered</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>

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

The scope of services to be performed by PRMG in the preparation of the Impact Fee Study for the police, fire and rescue, recreational services, and library services (the "Municipal Services") will include the following tasks:

Data Gathering & Study Scheduling:

1. Preparation of Data Request – PRMG will prepare a written data request outlining the necessary information that will need to be compiled by the City in order to complete the Impact Fee Study. As the City will be retaining the services of a separate consultant to develop certain operating, capital and other financial projections, the availability of certain data and the timing of our results will be contingent on the results of their analysis. The data request will be segregated by type of fee in order to assist the City with the data gathering efforts. Data that will be requested will include, but not be limited to, the following: i) personnel and staffing levels for police and fire departments, ii) inventory of existing capital equipment and facilities required to provide police and fire protection services, including buildings and structures, vehicles, equipment and equipping of personnel; iii) an inventory of recreation open space and the recreational facilities currently in service; iv) fixed asset data for library system; v) population and development statistics for the City and the extra-territorial utility service areas; vi) service call information for police and fire protection services; vii) historical asset and capital improvement programs for municipal services; viii) comprehensive planning documents; ix) information regarding current level of service standards; and xi) other data and information considered necessary to perform the study. PRMG will gather data regarding the level of fees currently charged by neighboring communities.

2. Preparation of Project Schedule – PRMG will prepare a written tentative project schedule outlining the major analytical and deliverable milestones. Pending data availability and other unforeseen issues, this timeline could be subject to minor revisions as the study progresses. It is important to note that the City is planning on retaining a separate consultant to develop operating, capital and other financial projections which will directly affect our analysis. As our study results will be dependent on the results of these projections (particularly the capital projections), any delays on the part of the City or its third party consultant could affect the project schedule and effort (see "Additional Services").

3. Initial Project Meeting – PRMG staff will attend an initial project meeting to affirm project goals and objectives, obtain and review compiled information and interview City
staff. It is anticipated that this meeting will occur after the City has provided the data requested in the initial data request.

4. **Team Meetings** – This project is directly related to capital planning to be undertaken by city staff respecting “island wide” utilities and a consultant respecting City fire and rescue, police, recreation library and roads. This project is tangentially related to the City’s development of a cash flow modeling tool for front beach road in particular. PRMG staff will attend informal meetings of the forgoing team by telecommunication when needed or useful to initiate and coordinate each of the other efforts.

**Population Projections:**

The City’s capital planning is in part dependent upon projections of population growth including permanent residential, local visitation and transient accommodation tourism. PRMG will give initial priority to projecting that growth over the ten-year capital planning horizon in order to facilitate and expedite the capital planning.

**Municipal Service Impact Fees:**

1. **Municipal Service Area Forecast** – This task will include a review of service area demographics including any projections of service area population and new development by type of residential dwelling unit (e.g., single-family, multi-family, etc.) and commercial development by land use type and square footage. The population projections and other service area demographics as contained in documents such as the City’s Comprehensive Land Use Plan; Florida Statistical Abstract and other information provided by the City will be used in this task is to estimate the future service area demand for services.

2. **Determination of Level of Service Standards** – Based on available information, PRMG will work with City staff to identify the level of service standard (LOS) for each municipal service. These standards should be consistent with the City’s current service levels and the City’s Comprehensive Plan.

3. **Cost Allocation** – The capital costs associated with providing municipal services for new customers will be identified in conjunction with City staff and allocated among the residential and commercial customer classifications, where appropriate or determined on a "per equivalent unit" basis to assist in the overall fee determination. The allocation of such costs will be based on the service area demographics, level of service standards and development characteristics of the City and other factors as deemed appropriate by PRMG and the City.

4. **Design of Municipal Services Impact Fees** – PRMG will design impact fees for each specific customer classification for the municipal services under consideration. The design of the Municipal Services Impact Fees will recognize the same general rate categories and application methods currently in effect unless it is decided that these categories should be modified (this will be determined between the City and PRMG during information gathering phase of project). The Municipal Services Impact Fees will
be based on the capital cost allocable to future growth, the allocation of such costs among the relevant customer categories, and the level of service standards. Additionally, PRMG will identify any external funding credits that should be recognized in the derivation of the impact fees.

Other Impact Fee Tasks:

1. **Fee Comparisons** – A comparison of the existing and proposed fees for residential dwellings and commercial use will be prepared for each of the Municipal Services Impact Fees (new customer impact analysis) and also compared with similar fees charged by other neighboring public jurisdictions and utilities.

2. **Review of Impact Fee Ordinance** – PRMG will assist the City in the review and update of the existing impact fee ordinance to reflect the recommendations of the study.

3. **Presentation of Findings** – A report will be prepared by PRMG summarizing the data relied upon in the development of the impact fees as well as the assumptions and methods used to develop such fees, and our conclusions and recommendations for consideration by the City. Additionally, PRMG will attend one public hearing before the City Council to present the findings and recommendations of the Impact Fee Study, which assumes the presentation of all the impact fees under investigation.

4. **Meetings** – For the purposes of this scope of services, the proposed budget includes three (3) on-site meetings with the City in order to prepare and present the report regarding the municipal impact fees. PRMG will also make use of on-line tools to host off-site, remote meetings as necessary during the course of the study. A summary of the planned meetings is shown below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Number of Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance of Study Kickoff / Preliminary Findings Meeting with Staff</td>
<td>1</td>
</tr>
<tr>
<td>Attendance of Staff Review Meeting of Impact Fee Analysis Results</td>
<td>1</td>
</tr>
<tr>
<td>Attendance of Public Hearing</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Number of Meetings</strong></td>
<td><strong>3</strong></td>
</tr>
</tbody>
</table>

**ADDITIONAL SERVICES**

During the course of the study, the City may request additional services from PRMG. Such services will not be conducted until authorized by the City as mutually agreed between the City and PRMG. The City will be billed for such additional services based on the hourly rate schedule of PRMG's employees as shown in this Proposal or some other basis as mutually agreed between the City and PRMG. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of additional meetings above what is contemplated in the scope of services.

2. Performance of other rate and impact fee analyses in addition to those being reviewed pursuant to the scope of services for this engagement.
3. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.

4. Delays in the project schedule that would affect the budget for the scope of services reflected herein as a result of: i) delays in receiving data from the City or the City's other, third party consultants; and ii) changes in major assumptions and data after the analysis has been materially completed.
**Attachment C**
City of Panama City Beach, Florida

**Preliminary Job Cost Estimate for Municipal Impact Fee Study**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Activity</th>
<th>Principal</th>
<th>Associate</th>
<th>Consultant</th>
<th>Clerical &amp; Admin.</th>
<th>Totals</th>
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<td>Data Request, Acquisition and Review</td>
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<td>2</td>
<td>12</td>
<td>2</td>
<td>17</td>
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<td>3</td>
<td>Preparation of Project Schedule</td>
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<td>4</td>
<td>Municipal Service Area Forecast</td>
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<td>8</td>
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<td>5</td>
<td>Determination of Level of Service Standards</td>
<td>4</td>
<td>4</td>
<td>8</td>
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<td>6</td>
<td>Cost Allocation</td>
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<td>12</td>
<td>12</td>
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<td>7</td>
<td>Design of Municipal Impact Fees</td>
<td>4</td>
<td>16</td>
<td>40</td>
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<td>Fee Comparisons</td>
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<td></td>
<td>Presentation of Study Results</td>
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<tr>
<td>9</td>
<td>Preparation of Briefing Documents &amp; Study Report Summarizing the Results</td>
<td>8</td>
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<td>40</td>
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<td>Review of Impact Fee Ordinance</td>
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<td>Project Meetings / Teleconferences</td>
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<td>11</td>
<td>Attendance of Two (2) Staff Meetings (Project Kickoff and Preliminary Results)</td>
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<td>Attendance of One (1) Public Hearing</td>
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<td>13</td>
<td>Attendance of Project Related Teleconferences</td>
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<td>Total Project Hours</td>
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<td>Mileage and Tolls - 760 Miles Roundtrip; 3 Trips</td>
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<td>Allowance For Copy, Presentation, and Report Preparation</td>
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<td>Allowance for Telephone, Delivery, and Other Project Costs</td>
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<td>Miscellaneous / Rounding</td>
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</tbody>
</table>

C-1
I. SCOPE
Public Resources Management Group, Inc. (PRMG) agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter after the "Agreement").

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

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

III. RESPONSIBILITY
PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. PRMG represents that it is expert in the services to be rendered and acknowledges that it is obligated to render those services expertly, but cannot and does not expressly warrant or guarantee the result of its professional services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.
If PRMG's performance of services hereunder requires PRMG to rely on information provided by other parties (excepting PRMG's subcontractors), PRMG shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client. Nonetheless, PRMG will endeavor to bring to Client's attention any information which based upon its knowledge without investigation it recognizes to be suspect, false or unreasonable.

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

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

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

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

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

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

VII. SUBCONTRACTS
Unless specifically specified in the Agreement, PRMG shall be entitled, to the extent determined to be appropriate by PRMG, to subcontract any portion of the Work to be performed under this Agreement, provided that PRMG shall have first advised Client of the name and task assigned to the subcontractor.
VIII. ASSIGNMENT

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

IX. INTEGRATION

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

X. JURISDICTION AND VENUE

This agreement is entered in Bay County, Florida, and shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in this state with exclusive venue lying in the state courts in and for Bay County.

XI. SEVERABILITY

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

XII. FORCE MAJEURE

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

XIII. NO BENEFIT FOR THIRD PARTIES

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

XIV. WORK PRODUCT

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

XV. SUSPENSION OF WORK

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

XVI. TERMINATION OF WORK

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

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

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

XVII. Reserved.

XVIII. NOTICES

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

XIX. PUBLIC RECORDS

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

The City is a public agency subject to Chapter 119, Florida Statutes. PRMG shall comply with Florida’s Public Records Law. Specifically, PRMG shall:

a. Keep and maintain public records required by the City to perform the service;

b. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, F.S. or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if PRMG does not transfer the records to the City.

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of PRMG, or keep and maintain public records required by the City to perform the service. If PRMG transfers all public records to the City upon completion of the contract, PRMG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PRMG keeps and maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records in a format that is compatible with the information technology systems of the City.

e. The PRMG shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The City, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following contract completion.

Questions regarding the application of Chapter 119, Florida Statutes, to PRMG’s duty to provide public records relating to this contract, contact Dee Fowler, City Clerk and Public Records Custodian, at (850) 233-5100, extension 2409, or dfowler@pcbgov.com or 110 South Arnold Road, Panama City Beach, Florida 32413.
CONSENT ITEM 3
### CITY OF PANAMA CITY BEACH
### AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>Parks and Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. MEETING DATE:</td>
<td>December 8, 2016</td>
</tr>
<tr>
<td>3. REQUESTED MOTION/ACTION:</td>
<td>Staff's recommendation is to approve the most responsive bid from Ridge Heating and Air Conditioning in the amount of $18,618.00.</td>
</tr>
<tr>
<td>4. AGENDA</td>
<td></td>
</tr>
<tr>
<td>PRESENTATION</td>
<td></td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td></td>
</tr>
<tr>
<td>CONSENT</td>
<td>Yes[✓] No[ ] N/A[ ]</td>
</tr>
<tr>
<td>REGULAR</td>
<td></td>
</tr>
<tr>
<td>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</td>
<td>Yes[✓] No[ ] N/A[ ]</td>
</tr>
<tr>
<td>BUDGET AMENDMENT OR N/A</td>
<td></td>
</tr>
<tr>
<td>DETAILED BUDGET AMENDMENT ATTACHED</td>
<td>Yes[✓] No[ ] N/A[ ]</td>
</tr>
<tr>
<td>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</td>
<td>On November 9, 2016, Staff received four (4) sealed bids for the Aquatic Center HVAC Replacement. Out of the four (4) responsive bids, Ridge Heating and Air Conditioning was the lowest responsive bid in the amount of $18,618.00. Please see attachment. This purchase has been budgeted in the adopted 2016-2017 Budget. The City Attorney, City Manager and Finance Director have reviewed and approve the recommendation to award Ridge Heating and Air Conditioning the Aquatic Center HVAC Replacement bid in the amount of $18,618.00.</td>
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</table>
RESOLUTION 17-27

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH RIDGE HEATING AND AIR CONDITIONING, INC. IN THE AMOUNT OF $18,618 FOR THE INSTALLATION AND PURCHASE OF THE HVAC REPLACEMENT FOR THE AQUATIC CENTER.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Ridge Heating and Air Conditioning, Inc., relating to installation and purchase of the HVAC replacement equipment for the Aquatic Center, in the basic amount of Eighteen Thousand, Six Hundred Eighteen Dollars ($18,618), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ______________________
    Mike Thomas, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
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<tr>
<td>System Service &amp; Engineering</td>
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<td></td>
<td>$21,587.00</td>
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<tr>
<td>Ridge Heating &amp; Air</td>
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<td></td>
<td>$18,618.00</td>
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<td></td>
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<td>Comfort Systems</td>
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<td>$29,419.00</td>
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<td></td>
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<td>No terms</td>
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BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 11/07/2016

AQUATIC CENTER HVAC REPLACEMENT

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum price listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for any and all additions. Payment in full will be made to the supplier within 30 days of completion of HVAC replacement. The Bidder further proposes and agrees to complete the HVAC replacement by February 1, 2017.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery. Strict adherence to design specifications is required.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided).
I, the undersigned bidder, hereby acknowledge receipt of the following addenda:
Addendum No. ______ Addendum No. ______

LUMP SUM BID PRICE:
Lump sum price for all material and labor for the HVAC replacement of the Aquatic Center offices and concession stand in Frank Brown Park in accordance with the contract specifications:

$ 18,618.00

I am certifying that my bid is based on the specs provided and no replacement of equipment:

Yes or No  YES Initial  ORR

Specify terms of any deposit:______________________________________________________________

SUPPLIER: RIDGE HEATING & AIR CONDITIONING, INC.

BY:  Dave Riley  TITLE:  Estimator

ADDRESS: 1319 ST. ANDREWS BLVD. CITY: PANAMA CITY STATE: FL. ZIP: 32407

EMAIL ADDRESS: DaveRiley@Knowledge.net PHONE: 850-763-0331

SIGNATURE – (Confirming all information above is correct)  Dave Riley
CONSENT ITEM 4
## Agenda Item Summary

### Department Making Request/Name:
Utilities Department - Al Shortt, Utilities Director

### Meeting Date:
December 8, 2016

### Requested Motion/Action:
Approve a purchase order in the amount of $30,000.00 for the sole source repair of an odor control unit for the City's wastewater treatment facility influent screens.

### Agenda Presentation
- [ ]
- [ ]
- ✔
- [ ]

### Agenda Regular
- [ ]
- [ ]
- [ ]

### Is This Item Budgeted (If Applicable)?
Yes [ ] No [ ] N/A [ ]

### Budget Amendment or N/A
- Yes [ ] No [ ] N/A [ ]

### Detailed Budget Amendment Attached
- Yes [ ] No [ ] N/A [ ]

### Background: Why is the action necessary, what goal will be achieved?
The existing Vapex odor control unit used for treating the influent screens is approximately seven years old and has failed due to the corrosive environment. Internal equipment within the odor control unit enclosure is badly damaged and requires replacement.

Vapex technology is proprietary and there are no alternate repair sources for this odor control system. A replacement unit would be between $75,000 to $85,000. Staff recommends approval of the requested amount.

There are provisions in the current budget for maintenance and there are adequate funds for the repairs. Attached is a copy of the repair quote.

**Why** - To allow the City Manager to authorize a Purchase Order with the unit manufacturer, Vapex for the needed repairs.

**What** - To provide for more reliable operation of the odor control unit serving the influent screens at the City's wastewater treatment facility.
RESOLUTION 17-33

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PURCHASE ORDER FROM VAPEX ENVIRONMENTAL TECHNOLOGIES RELATING TO THE REPAIR OF AN ODOR CONTROL UNIT FOR THE CITY’S WASTEWATER TREATMENT FACILITY INFLUENT SCREENS IN THE AMOUNT OF $30,000.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Vapex Environmental Technologies, relating to repair of an odor control unit for the City’s wastewater treatment facility influent screens, in the basic amount of Thirty Thousand Dollars ($30,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________
   Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
**SALES ORDER**

Sales Order Number: 1806251A  
Sales Order Date: Jul 22, 2016  
Ship By: Jul 22, 2016  
Page: 1

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
</table>
| Misc Charge | Rehab of VM-0227 a 2010 V1500 that has quite a bit of corrosion damage. Includes:  
1) Vapex Shop time  
2) New Plasma Unit  
3) New Twin Tube and oxygen system parts  
4) New Wiring  
5) New Fittings  
6) New misc electrical components  
7) New misc water system components  
8) New compressor  
9) New Blower  
Quote for rehab of VM-0227 - this is a 2010 V1500 - It was sent in for a full rehab and clean up of corrosion. | 30,000.00 | 30,000.00 |

Subtotal: 30,000.00

Sales Tax: 0.00

Freight: 0.00

**TOTAL ORDER AMOUNT**: 30,000.00

CONSENT
CONSENT ITEM 5
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
   Public Works/Kelly Jenkins

2. MEETING DATE:
   12/08/2016

3. REQUESTED MOTION/ACTION:
   Approve the construction change order for the Colony Club - Nautilus Connection project with Roberts and Roberts, Inc. in the amount of $13,923.00.

4. AGENDA
   PRESENTATION
   PUBLIC HEARING
   CONSENT ✅
   REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?
   [ ] Yes ☑ No
   BUDGET AMENDMENT OR N/A
   [ ] Yes ☑ No
   DETAILED BUDGET AMENDMENT ATTACHED
   N/A ✅

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
   The Colony Club - Nautilus Connection project was awarded to Roberts and Roberts, Inc. at the November 10, 2016 Council Meeting in the amount of $691,887.15. In that memo, we reference that staff would come back to Council with a change order to include conduit for the installation of street lights along this roadway. I have attached a change order in the amount of $13,923.00 for Roberts and Roberts, Inc. to install the conduit only as part of their contract. Once we have a binding estimate from Gulf power for the installation of light poles and associated equipment, staff will come back to Council to award this portion of the project. This change order amount was included in the previous budget amendment and therefore has adequate funds.

   Attached is a copy of the proposed change order (Exhibit A). Staff recommends approval of the change order with Roberts and Roberts, Inc.
RESOLUTION 17-35

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A CHANGE ORDER WITH ROBERTS AND ROBERTS, INC. FOR INSTALLATION OF CONDUIT FOR STREET LIGHTS FOR THE COLONY CLUB-NAUTILUS CONNECTION PROJECT IN THE AMOUNT OF $13,923; AUTHORIZING EXECUTION AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Change Order I between the City and Roberts and Roberts, Inc., relating to installing conduit for street lights for the Colony Club - Nautilus connection project, in the total amount of Thirteen Thousand, Nine Hundred Twenty Three Dollars ($13,923), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
December 1, 2016

City of Panama City Beach
Engineering Department
Ms. Kelly Jenkins, PE
110 S. Arnold Road
Panama City Beach, FL 32413

RE: City of Panama City Beach – Colony Club and Nautilus Connector
Change Order No.1

Ms. Jenkins,

Please see attached the Change Order No.1 request for the 2” PVC Conduit for the Gulf Power lighting on the above referenced project.

Please let us know if you have any questions or comments, we can be reached at 850-215-8001.

Sincerely,

Roberts and Roberts, Inc.

Rebekah Register, PE
Project Manager
CHANGE ORDER

PROJECT: Colony Club - Nautilus Connection
OWNER: City of Panama City Beach, Florida

DATE OF ISSUANCE: ____________
EFFECTIVE DATE: ____________

OWNER's Contract No: ____________
CONTRACTOR: Roberts and Roberts, Inc.
ENGINEER: Dewberry | Preble-Rish

You are directed to make the following changes in the Contract Documents:

Description: Provide 2" Conduit for Gulf Power proposed lighting

Reason for Change Order: Additional work

Attachments: Change Order No. 1 provided by RARI

CHANGE IN CONTRACT TIMES:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Substantial Completion:</td>
<td>120 Days</td>
</tr>
<tr>
<td></td>
<td>Final Completion:</td>
<td>30 Days</td>
</tr>
</tbody>
</table>

| $691,887.15 |

Net changes from previous Change Orders

<table>
<thead>
<tr>
<th>Net changes from previous Change Orders</th>
<th>$0</th>
</tr>
</thead>
</table>

Contract Price prior to this Change Order

<table>
<thead>
<tr>
<th>Contract Price prior to this Change Order</th>
<th>691,887.15</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Net Increase of this Change Order</th>
<th>13,923.00</th>
</tr>
</thead>
</table>

Contract Price with all approved Change Orders

<table>
<thead>
<tr>
<th>Contract Price with all approved Change Orders</th>
<th>705,810.15</th>
</tr>
</thead>
</table>

RECOMMENDED: 

By: ____________________
Engineer (Authorized Signature)
Date: ____________________

APPROVED: 

By: ____________________
(Authorized Signature)
Date: ____________________

ACCEPTED: 

By: ____________________
Contractor (Authorized Signature)
Date: ____________________

EJCDC No: 1910-4-B (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

EXHIBIT A
CONSENT
AGENDA ITEM #
CITY OF PANAMA CITY BEACH
CHANGE ORDER NO.1

<table>
<thead>
<tr>
<th>COLONY CLUB - NAUTILUS CONNECTION</th>
<th>Cost Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Alternate Bid Items</strong></td>
<td><strong>Total Change Order No.</strong></td>
</tr>
<tr>
<td>1 2&quot; PVC SCH. 40 CONDUIT FOR LIGHTING ELECTRICAL WITH LONG SWEEPS ON EACH SIDE OF POLE LOCATIONS AND TRACER WIRE PER SPECIFICATIONS INCLUDED ON ADDENDUM 1</td>
<td>13,823.00</td>
</tr>
<tr>
<td>1530 LF</td>
<td>9.10</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 13,823.00</td>
</tr>
</tbody>
</table>
CONSENT ITEM 6
### CITY OF PANAMA CITY BEACH
#### AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:**
   Parks and Recreation

2. **MEETING DATE:**
   December 8, 2016

3. **REQUESTED MOTION/ACTION:**
   By Resolution, to approve the attached recommended User Fees for 2017

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 December 1, 2016, at a City Council Work Shop, staff recommended to update the Parks and Recreation User Fees.

   The Final recommended User Fees are attached for approval through resolution. New User Fees for the Parks and Recreation Department will go into effect beginning January 1, 2017.

   The City Attorney, City Manager and Finance Director have reviewed User Fees and approve the recommendation. City Attorney has prepared a resolution for City Council approval, approving new User Fees for 2017.
RESOLUTION 17-36

A RESOLUTION AMENDING, UPDATING AND IN SOME CASES ESTABLISHING USER FEES FOR CITY RECREATIONAL FACILITIES; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the people of the City of Panama City Beach, from and after the effective date of this Resolution, the fees for use of City recreational facilities shall be as follows (new text Underlined, omitted text stricken):

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lyndell Conference Center</td>
<td>Note: Leasee does not have sole use of facility (including kitchen) unless entire facility is leased. Parks &amp; Recreation Department may lease any unrented space to another user/group.</td>
</tr>
<tr>
<td><strong>Meeting Room:</strong> Reservation Fee goes towards holding Date/Set-up/Clean-up/Staff</td>
<td>Fee</td>
</tr>
<tr>
<td>Meeting Room— (Holiday add $20 hr)—Fees paid upfront (Mon-Thur after 4pm Only)</td>
<td>$35.00—$40.00</td>
</tr>
<tr>
<td>Reservation Fee— Fees to be paid upfront at time of rental</td>
<td>$50.00</td>
</tr>
<tr>
<td>Tax Exempt Groups—Hourly (Tax-Exempt Groups with Certificate on file)—Holiday add $20 hr</td>
<td>$20.00—$25.00</td>
</tr>
</tbody>
</table>

**Ballroom:** (Reservation Fee goes towards holding Date/Set-up/Clean-up/Staff)

It is required to reserve a minimum of 3 hour rental for the Ballroom.

<table>
<thead>
<tr>
<th>Ballroom— Hourly</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Holiday add $20 per hr to Rate)—Fees to be paid 5 days prior to rental</td>
<td>$60.00—$70.00</td>
</tr>
<tr>
<td>Reservation Fee— Fees to be paid upfront at time of rental</td>
<td>$200.00</td>
</tr>
<tr>
<td>Tax Exempt Groups—Hourly (Tax-Exempt Groups with certificate on file)—Holiday add $20 hr</td>
<td>$40.00—$50.00</td>
</tr>
</tbody>
</table>

| Day Before Set Up— 12-4pm Block $100 and or 4-8pm Block $250 — Additional add $60 hr | $100/$250 |
| Day After— Renter Break Down if facility available— Holiday add $20 per hr | $20.00—$30.00 |

**Ballroom & Meeting Room:** (Reservation Fee goes towards holding Date/Set-up/Clean-up/Staff). It is required to have a min of 3 hr rental for Ballroom/Meeting Room.

<table>
<thead>
<tr>
<th>Ballroom &amp; Meeting Room-Hourly (Holiday add $20hr)</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Holiday add $20 per hr to Rate)—Fees to be paid 5 days prior to rental</td>
<td>$80.00—$90.00</td>
</tr>
<tr>
<td>Reservation Fee— Fees to be paid upfront at time of rental</td>
<td>$250.00</td>
</tr>
<tr>
<td>Tax Exempt Groups—Hourly (Tax-Exempt Groups with Certificate on file)—Holiday add $20 hr</td>
<td>$50.00—$60.00</td>
</tr>
</tbody>
</table>

| Day Before Set Up— 12-4pm Block $100 and or 4-8pm Block $250 — Additional add $60 hr | $100/$250 |
| Day After— Renter Break Down if facility available— Holiday add $20 per hr | $20.00—$30.00 |

**Lyndell Conference Center Other Fees:**

| Alcohol Addendum (In reference to page 4) | $25.00 |
| Senior Center Co-op— Not to exceed 8hrs per day use. After 8hrs add $20 per hr | $100.00—$120.00 |

Resolution 17-36

1 of 12

CONSENT
AGENDA ITEM # 6
**Community Center- Frank Brown Park**  
7% Tax is not included in rental rates.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom:</td>
<td></td>
</tr>
<tr>
<td>Classoom- Hourly (Holiday add $20 per hr to Rate)- Fees to be paid upfront</td>
<td>$35.00 - $40.00</td>
</tr>
<tr>
<td>Tax Exempt Groups-Hourly (Tax-Exempt Groups with Certificate on file)- Holiday add $20 hr</td>
<td>$20.00 - $25.00</td>
</tr>
<tr>
<td>Gymnasium:</td>
<td></td>
</tr>
<tr>
<td>Gymnasium- Hourly (Holiday add $20 per hr to Rate)- Fees to be paid 5 days prior of rental</td>
<td>$60.00 - $70.00</td>
</tr>
<tr>
<td>Tax Exempt Groups-Hourly (Tax-Exempt Groups with Certificate on file)- Holiday add $20 hr</td>
<td>$40.00 - $50.00</td>
</tr>
<tr>
<td>Package:</td>
<td></td>
</tr>
<tr>
<td>Gymnasium &amp; Classroom-Hourly (Holiday add $20/hr) - Fees to be paid 5 days prior to rental</td>
<td>$80.00 - $90.00</td>
</tr>
<tr>
<td>Tax Exempt Groups-Hourly (Tax-Exempt Groups with Certificate on file)- Holiday add $20 hr</td>
<td>$50.00 - $60.00</td>
</tr>
<tr>
<td>Miscellaneous Fees:</td>
<td></td>
</tr>
<tr>
<td>Sound System or Portable Score Clock- Daily</td>
<td>$50.00</td>
</tr>
<tr>
<td>AFTER HOURS FEE - If staff is forced to stay longer than event is scheduled- Per ½ hr Plus Tax</td>
<td>$100.00</td>
</tr>
<tr>
<td>Table Cloth Rental-Rectangle &amp; Round Tables (Only in White)/(40 Round &amp; 40 Rectangle)</td>
<td>$10.00 Each</td>
</tr>
<tr>
<td>Table Skirt Rental -14 Foot Skirt – (Only in White) (15 skirts available)</td>
<td>$30.00 Each</td>
</tr>
<tr>
<td>Deposit Fee – All Rentals must provide Cash Deposit 14 days prior to event - Damage/After hrs</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

### Pavilion

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavilion Rental: Fees to be paid up front at time of rental plus 7% tax.</td>
<td></td>
</tr>
<tr>
<td>Non Refundable</td>
<td></td>
</tr>
<tr>
<td>Playground Pavilion- Half Day- Frank Brown Park (10-2 p.m. / 3-7 p.m.)</td>
<td>$50.00 - $60.00</td>
</tr>
<tr>
<td>Playground Pavilion- Full Day- Frank Brown Park (10- 7 p.m.)</td>
<td>$100.00 - $110.00</td>
</tr>
<tr>
<td>Lakeside Pavilion- Half Day- Frank Brown Park (10-2 p.m. / 3-7 p.m.)</td>
<td>$50.00 - $60.00</td>
</tr>
<tr>
<td>Lakeside Pavilion- Full Day- Frank Brown Park (10- 7 p.m.)</td>
<td>$100.00 - $110.00</td>
</tr>
<tr>
<td>Pavilion – Half Day Conservation Park (Sun Up to Noon or Noon to Sun Down)</td>
<td>$60.00</td>
</tr>
<tr>
<td>Pavilion- Full Day- Conservation Park (Sun Up to Sun Down)</td>
<td>$100.00 - $110.00</td>
</tr>
<tr>
<td>Outdoor Classroom-1/2 Day Conservation Park (Sun Up to Noon/Noon to Sun Down)</td>
<td>$60.00</td>
</tr>
<tr>
<td>Outdoor Classroom – Full Day Conservation Park (Sun Up to Sun Down)</td>
<td>$100.00 - $110.00</td>
</tr>
<tr>
<td>Staff Walking Tour – Per Hour Rate If Staff available</td>
<td>$30.00 per hr</td>
</tr>
<tr>
<td>Staff Wagon Tour - Per Hour Rate if staff available</td>
<td>$50.00 per hr</td>
</tr>
<tr>
<td>School Discount to Pavilion/Classroom Rentals – Deduct $30.00 from Rental</td>
<td>$-30.00</td>
</tr>
<tr>
<td>Schools &amp; Non Profits are Tax Exempt – (Must provide Tax Exempt Form)</td>
<td></td>
</tr>
</tbody>
</table>
# Pier & Beach

**Tax is included in all Pier rates**

## Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Admission:</strong> (Age 7 and Under is Free)</td>
<td></td>
</tr>
<tr>
<td>Spectator</td>
<td>$3.00</td>
</tr>
<tr>
<td>Fishing</td>
<td>$6.00 $7.00</td>
</tr>
<tr>
<td>Disabled, Active Military &amp; Senior Rate- Includes Fishing</td>
<td>$3.00</td>
</tr>
<tr>
<td>Additional Rod (After 5 Poles)</td>
<td>$2.00</td>
</tr>
<tr>
<td><strong>Passes:</strong> (All passes to be purchased at Parks and Recreation Dept)</td>
<td></td>
</tr>
<tr>
<td>20 Visit Spectator Only Pass</td>
<td>$60.00 $40.00</td>
</tr>
<tr>
<td>20 Visit Fishing Pass</td>
<td>$60.00 $80.00</td>
</tr>
<tr>
<td>3 Month Spectator Pass</td>
<td>$60.00 $40.00</td>
</tr>
<tr>
<td>3 Month Fishing Pass</td>
<td>$60.00 $80.00</td>
</tr>
<tr>
<td>Annual Spectator Pass</td>
<td>$90.00</td>
</tr>
<tr>
<td>Annual Fishing Pass</td>
<td>$90.00 $120.00</td>
</tr>
<tr>
<td>Disabled, Active/Retired Military &amp; Senior Pass</td>
<td>50% Discount</td>
</tr>
</tbody>
</table>

**Beach Volleyball-7% Tax is not included in Beach Volleyball rentals**

| Courts- First Come First Serve Basis                                       | Free  |
| Daily Club/Private Rental (Must provide insurance) (Follow Club Sport Fees) |      |
| Daily Tournament Rental of All 11 Courts (Must Provide Insurance)          | $50.00 $100.00 |
| Daily Tournament Rental-5 or less Courts (Must Provide Insurance)         | $75.00 |
| Court Prep (Lines & Net- per court)                                        | $20.00 $25.00 |
**PCB Special Event Fees**

**These fees are paid through the PCB Building/Planning Department as part of the Special Event process.**

Please visit www.PCBGOV.com for details.

## Event Sites

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Festival Site- Frank Brown Park:</strong> (Additional Charges may apply)</td>
<td></td>
</tr>
<tr>
<td>Event Rent- Per Day (Fees to be paid 14 days prior of rental)</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Event Rent- Per Day - Non Profit/Tax Exempt (Does not include Staff for event)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Set-up/ Break-down Per Day Rent (Fees to be paid 14 days prior of rental)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Unscheduled Set-up/Break-down-Per day Rent (Plus staffing costs)</td>
<td>$750.00</td>
</tr>
<tr>
<td>Reservation Deposit- 1,000 people or less (Deposit applied to the rental)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Reservation Deposit- 1,000 people or more (Deposit applied to the rental)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Aaron Bessant Park Amphitheater:</strong> (Fees to be paid 14 days prior of rental)</td>
<td></td>
</tr>
<tr>
<td>Event Rent Per Day-Includes 10hrs Special Event Restrooms. After add $40hr</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Event Rent Per Day- Non-Profit/Tax Exempt (Event Restrooms; same as above)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Set-up/Break-down Per Day Rent- (Fees to be paid 14 days prior of rental)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Special Event Restrooms- Includes Staff/Clean. After 10hrs-$40 per hr</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Unscheduled Set-up/Break-down-Per day Rent (Plus staffing costs)</td>
<td>$750.00</td>
</tr>
<tr>
<td>Reservation Deposit- 1,000 people or less (Deposit applied to the rental)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Reservation Deposit-1,000 people or more (Deposit applied to the rental)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Office - Per Day Fee (For Event Holders only)</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

### Miscellaneous Fees:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Fee- Aaron Bessant Park- Less than $50 ticket price</td>
<td>$1.00 Per Ticket</td>
</tr>
<tr>
<td>Facility Fee- Aaron Bessant Park- $50 or more ticket price</td>
<td>$2.00 Per Ticket</td>
</tr>
<tr>
<td>Additional Maintenance- Hourly Per Staff (May require 2 staff)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Trash Disposal/ Dumpster Fee (if we provide disposal)-per dump</td>
<td>$350.00</td>
</tr>
<tr>
<td>Grounds Sweeper w/ Operator (Costs vary depending on event)</td>
<td>Starts at $50.00 hr</td>
</tr>
<tr>
<td>32' Scissor Lift w/ Operator (Costs vary depending on event)</td>
<td>Starts at $50.00 hr</td>
</tr>
<tr>
<td>Sound/ Light Equipment Rental (Costs vary depending on event)</td>
<td>Starts at $50.00 hr</td>
</tr>
<tr>
<td>Table Rental</td>
<td>$4.00</td>
</tr>
<tr>
<td>Chair Rental</td>
<td>$1.00</td>
</tr>
<tr>
<td>Bleacher Per Day — Frank Brown Park Only - No Off Site Available</td>
<td>$50.00</td>
</tr>
<tr>
<td>Clay Parking Lot — Parking per day with insurance</td>
<td>$100.00</td>
</tr>
<tr>
<td>Clay Parking Lot — For Events/Activities — Per Day</td>
<td>$500.00</td>
</tr>
<tr>
<td>Staging (16' x 16') Per Approval &amp; Availability — Per Day</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

Resolution 17-36

4 of 12
**Trails — (Trails Open at Sun Up and Close at Sun Down)**

(Feves to be paid up front at time of rental)

Gayle's Trails (Includes Staff 5k Race Prep. For 10k+ add $30) $150.00
Conservation Park Trails (Includes Staff 5k Race Prep. For 10k+ add $30) $200.00

**Race Package**: Signs, Cones, Water Jugs, Table, 2 Chairs, Trash Cans—Value = $300

Trash clean up fee — After Event $100.00

*Damage Assessment* — After Event $300 or portion there of
# Athletic Facilities

**Description-** Frank Brown Park Opens at 7am & Closes at 11pm  

<table>
<thead>
<tr>
<th><strong>Softball/Baseball/Soccer/Multi-Purpose Fields:</strong></th>
<th><strong>Fee</strong></th>
</tr>
</thead>
</table>
| For games going after park hours, fields/lights will shut down at 1am. No Exceptions!  
There are No Overtime Fees for Tournament Rates.  
All hourly per field rates include Field Maintenance after each game if needed.  
**Hourly Rental-** (If Holiday double) Does not include Lights (No Insurance) | **$10.00 hr - $15.00 hr** |
| **Field Prep-** Per Game Per Field | **$45.00 - $50.00** |
| Field Prep - Per Field (Baseball/Softball) | **$100.00 - $150.00** |
| Field Prep - Per Field Goals, Equipment/Set-up (Soccer/ Lacrosse/ Football) | **$30.00 - $50.00** |
| Field Prep - 3V3 Fields Per Field; Goals, Equipment/Set-up -(Soccer/ Lacrosse) | **Tournament Rates-** (Must Rent all fields at chosen site)  
(June, July & 1st week of August - 12 hr minimum per field per site)  
(4 hr minimum for all other Tournaments per field per site)  
(North Complex 5 Fields), (South Complex 4 Fields), (Soccer 3 Fields)  
(Festival 3 Fields) & (Aaron Bessant Park 3 Fields). Includes all field set up, lights,  
field maintenance, trash, restroom janitorial cleanup, Umpire Blue Lounge & UIC Office.  
No Refunds - No Exceptions  
**Tournament Hourly Rate -** (Per Field 12hr min) (Includes Field Prep/Staff) | **$10.00 hr - $13.00 hr** |
| Based on 12 hours per day: After 12 hr minimum, rates are per field per hour.  
North Complex (5) fields= $780 x 6 days= $4,680 (2014-2016 Average = $3,000)  
South Complex (4) Fields = $624 x 6 days= $3,744 (2014-2016 Average $2,400)  
Both Complexes (9) fields= $1404 x 6days=$8,424 (2014-2016 Average $5,400)  
Festival Fields (3)= $648; Aaron Bessant (3) Fields= $648; Soccer Fields (3)= $648  
Reservation Security Deposit—Per Field Per Day (Deposit is due at time of rental & will go towards final costs of tournament). Min of $25 per day per field to hold fields | **$25.00** |
| **Tennis, Pickleball & Outside Basketball Courts -**  
All Day (7am-11pm) Includes lights on Basketball & Tennis Courts  
Tennis, Basketball & Pickleball Courts - First Come First Serve | **Free** |
| Tennis, Basketball & Pickleball Reserved Per Court Per Hour | **$10.00** |
| Tennis Courts (4), Basketball Courts (2), Pickleball Courts (2) —per facility/location | **$200.00** |
| **Club Sports, Schools, Fitness Clubs, For Profit – Must Provide Insurance**  
(Fees to be paid up front at time of rental) (A $25 No Show Fee/Rebooking Fee applies) | **$10.00 hr - $13.00 hr** |
| Daily Rental- (Does not Include field prep or Lights) | **$10.00 hr - $13.00 hr** |
| Long Term Rental Fee - (Not Available for Profit Groups) | **$5.00 hr - $7.00 hr**  
**Includes Lights.** (Must provide Insurance) (Does not include field prep)  
Reservations must be made in advance and include all dates for season/session  
Not available for the months of June, July and first two weeks of August.  
Field Prep – Moving of Bases  
Field Prep – Moving of Pitching Mound | **$30.00**  
**$20.00**  
Resolution 17-36  
6 of 12  
CONSENT  
AGENDA ITEM #  
6
<table>
<thead>
<tr>
<th>Miscellaneous Fees:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lights per field per hour - This includes Batting Cages when fields not being used</td>
</tr>
<tr>
<td>Quick Dry - Per Bag - For Frank Brown Park Only. Includes labor</td>
</tr>
<tr>
<td>Vendor Fee - Per Vendor paid by Tournament Director</td>
</tr>
<tr>
<td>North Press Box - For set up/clean up and use for the day</td>
</tr>
</tbody>
</table>
## Pool Fees

Tax is included in all pool rates

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Admission:</strong> (Under 1 year old are free)</td>
<td></td>
</tr>
<tr>
<td>Open Swim Sessions (All Ages)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Lap Swim &amp; Modified Open Swim—(All Ages) (Discounts apply below)</td>
<td>$8.00</td>
</tr>
<tr>
<td>Active/Retired Military</td>
<td>$5.00</td>
</tr>
<tr>
<td>Senior (65+ years)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Toddler Play Time/Kiddie Pool pm hrs (Designated swim days/times) Per Person</td>
<td>$3.00</td>
</tr>
<tr>
<td>Water Aerobics</td>
<td>$3.00</td>
</tr>
<tr>
<td>Groups 20 or more (Churches/Schools/Civic Groups/Teams- With Contract/Reservations)</td>
<td>$4.00</td>
</tr>
<tr>
<td>Non Swimmer Gate Fee (with paid admission of others)</td>
<td>$2.00</td>
</tr>
<tr>
<td>Guest Shower Use</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

### Passes:

<table>
<thead>
<tr>
<th>Pass Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 Visit (Transferable- each person 1 visit)</td>
<td>$80.00</td>
</tr>
<tr>
<td>10 Visit Pass (Transferable- each person 1 visit)</td>
<td>$40.00</td>
</tr>
<tr>
<td>Individual- Annual</td>
<td></td>
</tr>
<tr>
<td>Individual Annual- (Active/Retired Military &amp; Senior 65+)</td>
<td></td>
</tr>
<tr>
<td>Family Annual (5 Person Max- Must be in same household)</td>
<td></td>
</tr>
<tr>
<td>Family Annual- (Additional Member)</td>
<td></td>
</tr>
<tr>
<td>Summer Individual Pass-(Jun-Sept Open Swim/Toddler/Kiddie Pool Swim/Aerobics)</td>
<td>$90.00</td>
</tr>
<tr>
<td>Summer Family Pass-(5 max)(May-Sep Open Swim/Toddler/Kiddie Pool H2O Aerobics)</td>
<td>$250.00</td>
</tr>
<tr>
<td>Mid-Summer Individual Pass - (Aug-Sept Open Swim/Toddler/Kiddie Pool/Aerobics)</td>
<td>$45.00</td>
</tr>
<tr>
<td>Mid-Summer Family Pass-(5 max)(Aug-Sep Open Swim/Toddler/Kiddie Pool/Aerobics)</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

### Classroom:

<table>
<thead>
<tr>
<th>Classroom Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom- Hourly</td>
<td>$35.00- $40.00</td>
</tr>
<tr>
<td>Classroom- Daily</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

### Miscellaneous Fees:

<table>
<thead>
<tr>
<th>Miscellaneous Fee Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scuba Diving (Contract- Certified Instructor 11am- 4pm)</td>
<td>$16.00 Per Diver</td>
</tr>
<tr>
<td>Gazebo ½ Day Rental – (11:15am-1:30pm or 1:45pm -4pm)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Gazebo Full Day Rental- (11am-4pm Mon-Fri or 11am-4:30pm Sat &amp; Sun)</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

Does not include admission
Pool Parties

Tax is included in all pool rates.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Parties – To reserve the entire pool you would be required to rent the Activity Pool &amp; 50 Meter Pool or there is a chance that there could be two private parties at the same time.</td>
<td></td>
</tr>
<tr>
<td>Kiddie Pool Hourly (includes 3 Lifeguards, Big Slide &amp; Clean Up)</td>
<td>$150.00-$160.00</td>
</tr>
<tr>
<td>Big Pool Hourly (includes 3 guards, Diving Boards, Obstacle &amp; Clean Up)</td>
<td>$250.00-$260.00</td>
</tr>
<tr>
<td>Both Pools Hourly (Includes 6 Guards and all above)</td>
<td>$400.00-$420.00</td>
</tr>
<tr>
<td>Entire Facility Rental All Day (8 hours) Includes 6 Lifeguards</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Lifeguards- Hourly</td>
<td>$20.00</td>
</tr>
<tr>
<td>Birthday Party Full Day- Includes up to 23 Guest Admissions &amp; Gazebo</td>
<td>$225.00</td>
</tr>
<tr>
<td>Birthday Party ½ Day – Includes up to 23 Guest Admissions &amp; Gazebo</td>
<td>$100.00-$150.00</td>
</tr>
</tbody>
</table>

Pool Party Packages

Gazebo Rentals & Birthday Parties-
Gazebos are free to use on a first come first serve basis or may be reserved at $75 per day for Half Day Rental or $150 for Full Day Rental. Birthday Party Packages are $150 which includes Gazebo Rental and 23 admissions to the Aquatics Complex. Participants will be provided with 23 tokens for admission. If participants have less than 23 for the party, the extra tokens can be used at a later date.
There will be Meal Deals available for an additional charge at the concession stand for Parties.

Private Parties- Saturdays & Sundays 6:00pm-9:00pm. One (1) Hour Minimum. Call 236-2205
Kiddie Pool $150 $160 per hr (Price Includes 3 Lifeguards, Big Slide & Clean Up Fee).
Big Pool $250 $260 per hr (Price Includes 3 Lifeguards, Diving Boards, Obstacle Course & Clean up).
Both Pools $400 $420 per hr (Price Includes 6 Guards & all amenities above).
Additional Guard Fee $20 per hr for groups over 75 people & $40 per hr for groups over 100.
Parties allowed set up 15 min early. Note: Private Parties are Not completely Private unless you reserve both pools. If you only reserve one pool, you may be sharing the facility with another party. All private parties are
allowed to come in 15 minutes early to set up.

End of the School Year Parties- Call the Aquatic Center to book your Class Party! Note: School Parties are Not Private Parties unless you reserve both pools. If you only reserve one pool, you may be sharing the facility with another school. Seven lanes in Big Pool are designated to Lap Swimmers. Prices are above.

---

### Swim Meets, Swim Teams, Training & Conferences

Tax is included in all pool rates

**Description**

**Swim Meets** — (Half Day Meets are no more than 5 hours). [Full Day Meets are 5 to 15 hours per day].

Additional Rates would apply over 15 hours even at the max rate.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee (per lane per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swim Meets (Short Course up to 20 Lanes) - Half Day 3-9 pm (Max $1,200)</td>
<td>$10</td>
</tr>
<tr>
<td>Swim Meets (Short Course up to 20 Lanes) - Full Day 6:30am-9:30pm (Max $3,000)</td>
<td>$10</td>
</tr>
<tr>
<td>Swim Meet (Long Course - Closed to Public) - 1/2 Day 3-9pm Priced at 8 lanes (Max $1,200)</td>
<td>$25</td>
</tr>
<tr>
<td>Swim Meet (Long Course - Closed to Public) - Full Day 6-9pm Priced at 8 lanes (Max $3,000)</td>
<td>$25</td>
</tr>
<tr>
<td>Large Swim Meets - (Setup/Take Down) Extreme Set Up. Barricades, Bleachers, etc</td>
<td><strong>$100.00</strong> <strong>$300.00</strong></td>
</tr>
<tr>
<td>Small Swim Meets - (Setup/Take Down) Basic Set Up. Lanes, Tables &amp; Chairs</td>
<td>$100.00</td>
</tr>
<tr>
<td>Per Swimmer Fee - In addition to rent (All Swim Meets)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Swim Meet Hospitality Room (Includes Setup and Take Down)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Swim Meet Rain Policy — No Lane Rental, Only Paying for Facility until Rain Stops</td>
<td>$50 per hr</td>
</tr>
</tbody>
</table>

---

**Swim Practice - Long Course Rate would double** — Dependent on normal schedule availability

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee (per lane per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Swim Practice - Per Day max 6 lanes (2016 &amp; 2017-$4.25)(2018+=$5.00)</td>
<td>$5.00 per hr/ lane</td>
</tr>
<tr>
<td>PCST Club Swim Practice - Per lane Per hour fee/max 3 hrs/max 14 lanes</td>
<td>$3.50 per hr/ lane</td>
</tr>
<tr>
<td>PCST Club Swim Practice - (Long Course Practice) Fee doubles per approved fee</td>
<td>$10/$16 per hr/ lane</td>
</tr>
<tr>
<td>Local Club Swim Team Practice - Long Course Practice Fee doubles (if Space Available)</td>
<td><strong>$9.00 per hr/ lane</strong></td>
</tr>
<tr>
<td>Visiting Team ($10 Per swimmer 2 practices per day) (Teams also pay $5 per hr per lane)</td>
<td>$10/day/$5 hr lane</td>
</tr>
<tr>
<td>Visiting Team ($6 Per Swimmer 1 day practice) (Teams also pay $5 per hr per lane)</td>
<td>$6/day/$5 hr lane</td>
</tr>
<tr>
<td>Visiting Team- (Private Rental-Includes 2 lifeguards) (Not Included-$6 per swimmer fee)</td>
<td>$80.00 per hr</td>
</tr>
<tr>
<td>Holiday Visiting Rate (Min 2hrs - Same info as above – Short Course Only) (City Observed Holidays)</td>
<td>$150.00 per hr</td>
</tr>
<tr>
<td><strong>Winter Month Private Rental</strong> — Add an additional $40.00 for Pool Set up/Covers</td>
<td>$40.00</td>
</tr>
<tr>
<td>Visiting Team - Water Polo - Facility Set Up Fee (Only if Days are available)</td>
<td>$60.00 per day</td>
</tr>
</tbody>
</table>

---

**Training & Conferences** — Dependent on Pool and classroom availability — Holidays Rates Double

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee (per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference/Training - Includes classroom, 8 lanes Short Course - During normal Scheduled pool hours</td>
<td><strong>$120.00 per hr</strong></td>
</tr>
<tr>
<td>Conference/Training - Includes classroom, 8 lanes Short Course - During normal Scheduled pool hours</td>
<td><strong>$800.00 Daily</strong></td>
</tr>
<tr>
<td>Conference/Training - Per Hr Pool Only 8 lanes Short Course - During normal scheduled pool hours</td>
<td><strong>$80.00 per hr</strong></td>
</tr>
<tr>
<td>Conference/Training Private Rental - Includes 2 Guards, Classroom &amp; Big Pool</td>
<td><strong>$300.00 per hour</strong></td>
</tr>
<tr>
<td>Classroom Rental — Dependent on daily pool schedule</td>
<td><strong>$40 per hr $150 daily</strong></td>
</tr>
</tbody>
</table>
Rental Dates

Facility Rentals may be booked up to one (1) year in advance, contact PCB Parks and Recreation Dept. For Pool rentals & Beach Volleyball Court rentals, please contact Aquatic Center for information.

*Note:* All recognized City Holidays will change rental rate for requested dates.

*Holiday rates apply to Veteran’s Day, Day after Thanksgiving, Christmas Eve, New Year’s Eve, New Year’s Day, President’s Day, Memorial Day, Easter Sunday, 4th of July, and Labor Day.* No Reservations will be taken on Thanksgiving Day and Christmas Day.

No Reservations will be taken for Special Events during the following Blackout Event Dates:

(Exception: Sporting Events, Aquatics Center & Lyndell Conference Center)

**BLACKOUT DATES** - March 1- April 15, Memorial Day Weekend & June 10- August 10.

Refunds

All Refunds & Date/Facility Changes to Reservations will be charged a $25.00 Administrative Fee.

Reservation Fees- Club Sport Rentals

Reservation Fees must be paid at time of reservation; fields will not be scheduled until payment is received. If reservation is cancelled for any reason the **Reservation Fee will be forfeited**. A minimum of three (3) Full Business Days is required to reschedule a practice. A $5.00 Rebooking Fee will be applied to the rescheduled date. If a request to cancel or reschedule is made within the minimum three (3) Business Days an Administrative Fee of $25.00 will be applied. Should it be brought to our attention that a game/practice was canceled without notifying us, a No-Show Fee of $25.00 (covering staff time, chalk/materials, lights, etc.) will be applied per occurrence to the next agreement; Club will not be in good standing with City until fee is paid.

Damage and After Hours Deposit-Building Rentals

A $200.00 Cash Deposit will be provided to the Parks & Recreation Office a minimum of 14 days in advanced. The Cash Deposit less damages/after hour fee will be given back to customer on 3rd business day after event. Out of Town deposits by check need to processed by check or credit card a minimum of 21 days prior to event.

Vendors

All vendors must be approved by Event Director and be in good standing with the City. Vendors must set-up in pre-approved locations, have a vendor permit, and pay 1% sales tax to the City of Panama City Beach. Permits for Special Events to be obtained through the PCB Building/Planning Dept.

**Tournament Vendors:** $30 fee per day (This is a per day set-up fee for the vendor). There are no discounts, waiving of fees, refunds, or rain checks. All fees will be billed to Tournament Director. Food and beverage may only be provided by the P.C.B. Parks & Recreation Department concessionaire. Permits for Athletic Events can be obtained through the Facilities & Special Events Coordinator at the Parks and Recreation Dept.
Insurance Program Process & Risk Management Administration Fee

Insurance naming the City of Panama City Beach as additional insured is required for all events. To help the event Director to make sure the proper amount of insurance is in place, an Insurance Program Process and Risk Management Administration fee has been established.

For a nominal application fee, an independent Insurance consultant will review the event and Insurance policy and provide professional advice to make sure the proper liability and aggregate insurance policies are in place. (Tier 1) is estimated for all events that have less than 5,000 participants and spectators. (Tier 2) is estimated for all events over 5,000 participants and spectators. (Tier 3) is estimated for events that are unusual types of events with higher exposure of potential insurance claims. These fees are subject to change. Insurance Program & Risk Management Fee is required for all activities and events. No Exceptions.

Tier 1 Risk Management Fee - $35.00
Tier 2 Risk Management Fee- $55.00
Tier 3 Risk Management Fee- $75.00

Penalty Fees for Special Events & Sporting Events

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Submittal of Vendor List (3) business days</td>
<td>$20.00 per vendor in</td>
</tr>
<tr>
<td>before event</td>
<td>addition to vendor fee</td>
</tr>
<tr>
<td>Late Contract (including Insurance policy)- Less</td>
<td>$100.00 per agreement in</td>
</tr>
<tr>
<td>than (14) days prior to event</td>
<td>addition to rental fee</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

THIS RESOLUTION SHALL TAKE EFFECT January 1, 2017.

PASSED, APPROVED AND ADOPTED, this 8th day of December, 2016.

CITY OF PANAMA CITY BEACH, FLORIDA

BY: ____________________________
    Mike Thomas, Mayor

ATTEST:

_______________________________
Diane Fowler, City Clerk
REGULAR ITEM 1
1. DEPARTMENT MAKING REQUEST/NAME: Administration/Mario Gisbert

2. MEETING DATE: December 8, 2016

3. REQUESTED MOTION/ACTION:
Approve Resolution electing to use uniform method of collecting non-ad valorem special assessments throughout the City for nuisance abatement.

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)
In 2014, the City adopted a similar Resolution electing to use the uniform method of collecting Nuisance Abatement Special assessments in the Front Beach Road CRA area only. The City subsequently adopted a Nuisance Abatement program and roll.

Earlier this year, the Council directed staff to expand the assessment program City-wide. This Resolution is the first step to accomplish that step, and puts the public and county officers on notice that the City intends to expand the Assessment Area for this program to include all property within the City limits.

Florida Statute requires this Resolution be adopted in a public hearing after a 4 week publication period. An affidavit of publication is attached to the Resolution to evidence satisfaction of this requirement.
RESOLUTION NO. 17-29

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NUISANCE ABATEMENT NON-AD VALOREM SPECIAL ASSESSMENTS THROUGHOUT THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Resolution of the City of Panama City Beach, Florida (the "City") is adopted pursuant to Chapter 197, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined, and deemed as follows:

(A)The City Council of the City of Panama City Beach, Florida, (the "City") is contemplating the expansion of that special assessment program imposition of a special assessment for the cost of services, facilities, or programs which provide a special benefit to, or relieve a burden attributable to, one or more parcels of land within the Assessment Area defined herein, by eliminating or abating a public nuisance (the "Improvements").
(B) The City has previously determined to use and is presently using the uniform method of collecting non-ad valorem special assessments for the cost of providing Improvements to public nuisances located in the Front Beach Road Community Redevelopment Area only.

(C) The City intends to use the uniform method to collect non-ad valorem special assessment(s) for the cost of providing Improvements to property or properties, as required, within the incorporated area of Panama City Beach (the "Expanded Assessment Area"), as authorized by Section 197.3632, Florida Statutes, as amended, because this method will allow such special assessment to be collected commencing in November 2017, in the same manner as provided for ad valorem taxes, and in November of each year thereafter for the cost of providing Improvements, if any, in a preceding fiscal year.

(D) The City Council held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit "A".

SECTION 3. ELECTION TO USE UNIFORM METHOD.

(A) Commencing with the Fiscal Year beginning on October 1, 2016 and with the tax statement mailed in November, 2017, and for each successive year thereafter, the City intends to use the uniform method of collecting non-ad valorem special
assessment(s) authorized in Section 197.3632, Florida Statutes, as amended, as an alternative method to collect non-ad valorem assessments for the cost of providing any Improvements during and prior to Fiscal Year 2016-17 and for each successive, fiscal year thereafter during or prior to which Improvements are provided. Such non-ad valorem assessments shall by subsequent resolution be levied upon one or more parcels within the Assessment Area or Expanded Assessment Area, as required. A legal description of the Expanded Assessment Area is attached hereto as Exhibit "B" and incorporated by reference.

(B) The City hereby determines that the levy of the assessments is needed to fund or repay the cost of the Improvements within the City.

(C) Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Bay County Tax Collector, and the Bay County Property Appraiser by December 31, 2016.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective upon adoption.

DULY ADOPTED this 8th day of December, 2016.

CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA

(SEAL)

Mike Thomas, Mayor

Resolution 17-29
Attest:

Diane Fowler, City Clerk
EXHIBIT A

PROOF OF PUBLICATION
The News Herald
501 W. 11th Street
P.O. Box 1940, Panama City, FL 32401
Published Daily
Panama City, Bay County, Florida

State of Florida
County of Bay

Before the undersigned authority personally appeared Angella Clagg, who
on oath says that she is a Legal Advertising Representative of The News
Herald, a newspaper published at Panama City in Bay County, Florida; that
the attached copy of advertisement, being a Legal Advertisement #12726 in
the matter of NOTICE OF INTENT - City of Panama City Beach in the Bay
County Court, was published in said newspaper in the issue of November
9, 16, 23, 30, 2016.

Affiant further says that the said The News Herald is a newspaper published at
Panama City, in said Bay County, Florida, is a direct successor of the Panama City
News and that the said newspaper, together with its direct predecessor, has
heretofore been continuously published in said Bay County, Florida, each day (except
that the predecessor, Panama City News, was not published on Sundays) and has
been entered as periodicals matter at the post office in Panama City, in said Bay
County, Florida, for a period of one year next preceding the first publication of the
attached copy of advertisement, and affiant further says that (s)he has neither paid
nor promised any person, firm or corporation any discount, rebate, commissio
or refund for the purpose of securing this advertisement for publication in said
newspaper.

State of Florida
County of Bay
Sworn to and subscribed before me this 30th day of November, A.D.,
2016. By Angella Clagg, Legal Advertising Representative of The News
Herald, who is personally known to me or has produced N/A as
identification.

Notary Public, State of Florida at Large

MARIE FORREST
Notary Public - State of Florida
Commission # FF 230321
My Comm. Expires May 13, 2019
Bonded through National Notary Assn.
EXHIBIT B

INCORPORATED AREA OF THE
CITY OF PANAMA CITY BEACH, FLORIDA
MORE PARTICULARLY DESCRIBED AS

LEGAL DESCRIPTION CITY OF PANAMA CITY BEACH

All of the incorporated area within the municipal boundaries of the City of Panama City Beach, Florida; including and more particularly encompassing that territory in Bay County, Florida, described as follows: Beginning at the intersection of the water's edge of the Gulf of Mexico and the West line of the Southeast Quarter of the southwest quarter of Fractional Section 6, township 4 South, Range 15 West; thence North along said West line to a point 1023.35 feet South of the Northwest corner of the NE¼ of the SW¼ of said Section 6; thence S55°00'E, 190 feet; thence N35°00'E, 131.67 feet, to the South Right of Way line of Surf Drive; thence N52°47'W, and along the said South R/W of Surf Drive, 240 feet, more or less to the West R/W of Surf Drive; thence N32°27'E, and along the said West R/W of Surf Drive 402.2 feet, more or less, to the South R/W of State Road S-392 (Thomas Drive); thence Westerly, along the South R/W of SR S-392 to a point on said South R/W, which is S37°15'37"W of the following described point on the North R/W of said SR S-392 (Thomas Drive). Commencing at the NW Corner of Section 6, Township 4 South, Range 15 West, proceed South along the West line of Section 6, to the North R/W of SR S-392; thence Southeasterly along the North R/W of the curve of SR S-392 to the Point of Tangency of curve, (having a Radius of 955.37'; central angle of 49 degrees, 28') 760' more or less; thence S52°44'23"E, 291.90' to said point; thence N37°15'37"E, and across said SR S-392, to the waters edge of Grand Lagoon; thence Northwesterly along the waters edge of Grand Lagoon, to the intersection of the West line of Section 6, Township 4 South, Range 15 West; thence North, along the West line of said Section 6, to the NE corner of Fractional Section 1, Township 4 South, Range 16 West; thence West along the North line of said Section 1, and South line of Section 36, Township 3 South, Range 16 West, to the Westerly R/W of SR S-392 (Thomas Drive); thence Northerly and Westerly, along the Southerly R/W of SR S-392 to a point which is the intersection of the said Southerly R/W and a point 90 feet East of the West line of the SE¼ of the SE¼ of said Section 36; thence South, and 90 feet East of, and parallel to said West line of SE¼ of SE¼, to the South line of said Section 36; thence West, along the South line of Section 36, Township 3 South, Range 16 West, 90 feet, more or less, to the SE corner of the SW¼ of the SE¼ of said Section 36, thence North along the East line of said SW¼ of SE¼ to the intersection with the South R/W line of U.S. Highway 98; thence West along said South R/W line of U.S. Highway 98 to a point that is 1020' East of the West line of said SW¼ of SE¼ of Section 36; thence North, 800 feet, more or less, to the North line of said SW¼ of SE¼ of Section 36; thence West along the North line of said SW¼ of SE¼, 1020 feet to the SE Corner of the NE¼ of the SW¼ of said Section 36; thence North along the East line of said NE¼ of SW¼, ¼ mile to the NE corner of the SW¼ of said Section 36; thence West along the ½ Section Lines of Sections 36 and 35 to the NW Corner of the NE¼ of the SE¼ of Section 35, Township 3 South, Range 16 West; thence North along the West line of the E½ of the NE¼ of said Section 35, 3/10 miles, more or less, to the North R/W line of State Road S-392-A; thence Northwesterly along said North R/W line, to the West line of the E½ of the E½ of Section 27, Township 3
South, Range 16 West (being the quarter-quarter line); thence North along the quarter-quarter section line, to the Northeast corner of the SW¼ of the NE¼ of said Section 27, thence West along the quarter-quarter section line, .19 miles to the East R/W line of SR S-30-C; thence North along said East R/W line of SR S-30-C, .23 miles to the North R/W line of SR S-30-A; thence Westerly along the North R/W line of SR S-30-A; .20 miles; thence North 1141.13'; thence N42°33'41"W, 125' to the existing East Boundary Line of the East Leg of the West Bay Golf Course; thence Northerly along said Golf Course, .67 miles to the North line of Section 22, Township 3 South, Range 16 West; thence West along said North line, ¼ mile to the SW Corner of the E½ of U.S. government Lot 4 of Section 15, Township 3 South, Range 16 West; thence North along the West line of the E½ of Government Lot 4, 567.02'; thence West, 660.68' to the West line of Section 15, Township 3 South, Range 16 West; thence South along the West line of Section 15, 567.02' to the NW Corner of Section 22, Township 3 South, Range 16 West; thence South along the West line of Section 22, 3/4 mile; thence East, 1/8 mile; thence South, ¼ mile to the South section line; thence West along said South Section line, 1/8 mile to the SW Corner of said Section 22; thence continue West along the Section line, ½ mile to the SW corner of the SE¼ of Section 21, Township 3 South, Range 16 West; thence North along the half section line, ½ mile to the center of said Section 21; thence West along the half section line, 3/4 mile; thence North along the quarter-quarter section line, ¼ mile; thence West along the quarter-quarter section line, ¼ mile; thence North along the quarter-quarter section line, ¼ mile to the South line of Section 17, Township 3 South, Range 16 West; thence West, ¼ mile to the West line of said Section 17; thence North along said section line and the East Boundary Line of Gulf Highlands Subdivision to the NE Corner of said Subdivision; thence Westerly along the North Boundary Line of said Subdivision to the East R/W line of State Road S-79; thence Northerly along the East R/W line of said State Road S-79 to the South line of Section 7, Township 3 South, Range 16 West; thence West along the South lines of Section 7 and Section 12, Township 3 South, Range 17 West, to the SE corner of the SW¼ of the SW¼ of said Section 12; thence North along the quarter-quarter section line, ¼ mile; thence West along the quarter-quarter section line, ¼ mile to the West line of said Section 12; thence North along said West line, ¼ mile; thence West along the quarter-quarter section line of Section 11, Township 3 South, Range 17 West, ¼ mile; thence South along the quarter-quarter section line, ½ mile to the North line of Fractional Section 14, Township 3 South, Range 17 West; thence West along said North line to the Gulf of Mexico; thence South, 300'; thence Southerly following the meanderings of the Gulf of Mexico and always 300' Southwesterly therefrom, approximately 11.50 miles to a point that is 300' South of the Point of Beginning; thence North, 300' to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING PARCEL:

Begin at the Southeast Corner of that certain parcel conveyed by Long Beach Resorts, Inc. to W.J. Braswell, et ux, dated March 21, 1950, and recorded in Bay County, Florida Deed Book 144, at page 299; thence West along the South line of said Braswell property (South line of Section 36, Township 3 South, Range 16 West) to the West line of Gulf Drive; thence North along the West line of Gulf Drive to the intersection of the Southerly right-of-way line of U.S. Highway 98; thence Easterly along said Southerly right-of-way of U.S. Highway 98 to the Northwest corner of that certain parcel described in Ordinance #144 of the City of Panama City Beach, enacted July 28, 1971, and recorded in Bay County Official records Book 399, at page 692; thence Southerly 257 feet more or less to the water's edge of a lake; thence Easterly along

Resolution 15-47
said lake 300 feet more or less to a point South of the Northeast Corner of said parcel described in Ordinance #144 and to the East line of the said Braswell parcel; thence south to the Point of Beginning.

All as amended by annexation ordinances adopted by the City of Panama City Beach subsequent to enactment of Chapter 70-874, Laws of Florida.

END
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: ADMINISTRATION

2. MEETING DATE: DECEMBER 8, 2016

3. REQUESTED MOTION/ACTION:
ADOPT ORDINANCE 1392 AFTER SECOND READING AND PUBLIC HEARING

4. AGENDA

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<tr>
<th>Presentation</th>
<th>Public Hearing</th>
<th>Consent</th>
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5. IS THIS ITEM BUDGETED (IF APPLICABLE)?

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BUDGET AMENDMENT OR N/A

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

AT ITS COUNCIL MEETING ON JULY 14, 2016, COUNCIL DIRECTED STAFF TO REVISE THE COMPOSITION AND TERM OF THE PLANNING BOARD, AND TO REDUCE FROM THREE TO TWO THE NUMBER OF UNEXCUSED ABSENCES WHICH WOULD GIVE CAUSE FOR REMOVAL.

AN AMENDMENT TO THE CITY'S LAND DEVELOPMENT CODE IS NECESSARY TO EFFECT THESE CHANGES. THE CITY HAD A FIRST READING OF THE ORDINANCE ON JULY 28, 2016. THE PLANNING BOARD CONSIDERED THE ORDINANCE AT ITS MEETING ON NOVEMBER 14, 2016, AND REJECTED THE PROPOSED AMENDMENT. A PUBLIC HEARING TO ADOPT THE ORDINANCE HAS BEEN PROPERLY ADVERTISED.

THE ORDINANCE IS AVAILABLE FOR ADOPTION FOLLOWING SECOND READING AND PUBLIC HEARING ON DECEMBER 8, 2016. APPROVAL OF THE ORDINANCE WILL REQUIRE COUNCIL TO MAKE 5 APPOINTMENTS TO THE PLANNING BOARD. FAILURE TO APPROVE THE ORDINANCE WILL REQUIRE COUNCIL TO MAKE 3 APPOINTMENTS TO THE EXISTING PLANNING BOARD TO FILL SEATS WHOSE TERMS EXPIRED IN OCTOBER 2016.
ORDINANCE NO. 1392

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; AMENDING CHAPTER 8 RELATED TO CITY BOARDS TO REDUCE THE SIZE OF THE CITY'S PLANNING BOARD TO FIVE MEMBERS; PROVIDING FOR THE NOMINATION OF ONE MEMBER BY EACH COUNCIL MEMBER; PROVIDING FOR MEMBER TERMS TO RUN CONCURRENTLY WITH THE TERM OF THE COUNCILPERSON NOMINATING THE MEMBER; PROVIDING THAT TWO UNEXCUSED ABSENCES IN A CALENDAR YEAR SHALL BE CAUSE FOR REMOVAL; PROVIDING FOR REAPPOINTMENT OF A VACANT SEAT BY THE PERSON HOLDING THE COUNCIL POSITION WHO FIRST NOMINATED THE SEAT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN 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, Sections 8.02.00 and 8.03.00 of the Land Development Code of the City of Panama City Beach related to the Planning Board, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

8.02.00 ALL BOARDS

8.02.04 Qualifications, Removal and Vacancy

A. Each Board member shall be a resident and a qualified elector of the City. Current members who reside outside the City limits may remain on the Board until they resign or are replaced.

B. Each Board member, except Planning Board members, serves at the pleasure of the City Council and may be removed at any time without cause.
C. **Cause:** Any one or more of the following shall constitute sufficient cause for dismissal of any member of the Planning Board and shall be determined by majority vote of the City Council, after notice and opportunity for hearing given to that member:

1. Violation of state or federal law, excluding civil infractions;
2. Willful failure to perform the member's duties or responsibilities;
3. Failure to attend **two** Planning Board meetings per calendar year which are not excused by the **nominating Councilmember** Planning Board. The **Clerk** Chairman of the Planning Board shall report to the **nominating City Councilperson and City Council** the **third unexcused absence of any member**, in any calendar year and the Chairman's recommendation either that the member be removed for cause or that the Chairman makes no recommendation;
4. Violation of the Florida Code of Ethics for Public Officers (FS Chapter 112) applicable to a Planning Board member, which Code is incorporated herein by reference;
5. Giving any private party any unwarranted benefit, advantage or preference in the discharge of the member's official duties through partiality, evident bad faith or gross negligence;
6. Publicly misrepresenting the position of the Planning Board or the City or representing personal positions as positions of the Planning Board or the City; or
7. Engaging in conduct unbecoming a public official that damages the reputation or credibility of the Planning Board or the City, or failure to conduct himself or herself in a civil manner with respect to any matter within the purview of the Planning Board.

**8.03.00 PLANNING BOARD**

**8.03.01 Authority**
The Planning Board, which was originally established pursuant to Ordinance No. 200A, adopted on July 28, 1977, as amended, is hereby confirmed and continued.

**8.03.02 Membership and Terms**

A. The Planning Board shall consist of **five (5) seven (7)** members who shall be appointed by the City Council and who shall be entitled to receive such compensation as the City Council may determine. Each Councilperson shall nominate one member to the Planning Board.
B. The members shall serve a term concurrent with the term of the Councilperson nominating the member staggered terms of four (4) years each, with three (3) or four (4) new members appointed every two (2) years, alternatively. A member whose term expires, or whose seat is deemed vacant by the vacancy of the Councilperson nominating the member, shall continue to serve until a successor is appointed.

C. The chairman of the Planning Board shall be appointed by the City Council annually.

D. When any vacancy occurs on the planning board, the City Councilperson from the ward who first nominated the seat shall appoint a new member to serve the unexpired term of the member whose death, resignation or incapacity creates the vacancy.

E. Any member of the Planning Board may be removed by the City Council for good cause shown, but only upon request to the council of a majority of the members of the board. Any such request shall be made by an official letter from the planning board to the City Council, stating the facts of the case and requesting removal of the member for cause. Removal shall create a vacancy which shall be filled as provided in subsection D.

F. In addition to the foregoing members, the City Manager shall serve as an ex officio member of the Planning Board. He shall not be entitled to vote and shall not be included in the determination of a quorum.

G. In addition to the foregoing members, a representative of the Bay County School Board, a representative of Naval Support Activity Panama City and a representative of the Airport Authority for the Northwest Florida Beaches International Airport shall serve as an ex officio member of the Planning Board. He/she shall not be entitled to vote and shall not be included in the determination of a quorum.

H. All members of the Planning Board shall be residents and qualified electors of the City.

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 Land Development Code, and unless a contrary ordinance
is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect on January 1, 2017.

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 ITEM 3
At its council meeting on November 10, 2016, Council approved the first reading of this Ordinance. The purpose of the Ordinance is to codify the pending ordinance doctrine. The pending ordinance doctrine is a body of Florida caselaw that gives local governments the administrative authority to delay a permit application while an ordinance is pending that would render the permit activity/use to be permitted illegal or nonconforming.

The City had a first reading of the Ordinance on November 10, 2016 and approved the Ordinance. The Planning Board considered the ordinance at its meeting on November 14, 2016 and approved the Ordinance.

This Ordinance is available for adoption following second reading and public hearing on December 8, 2016.
ORDINANCE 1396

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES AND LAND DEVELOPMENT CODE; PROVIDING THAT PERMITS SHALL NOT BE ISSUED WHEN AN AMENDMENT TO ONE OF THOSE CODES IS PENDING BEFORE THE CITY COUNCIL WHICH WOULD MAKE ILLEGAL OR NONCONFORMING THE USE OR ACTIVITY TO BE AUTHORIZED BY THE PERMIT; REPEALING 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 Section 1-14 of the Code of Ordinances of the City of Panama City Beach, related to General Provisions is created to read as follows:

No permit shall be issued where an amendment to this Code is pending before the City Council, which amendment, if adopted, would make illegal the use authorized by the permit.

SECTION 2. From and after the effective date of this ordinance, Section 10.01.02 of the Land Development Code of the City of Panama City Beach related to Local Development Orders and Building Permits Required, is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

10.01.02 Local Development Orders and Building Permits Required

A. A **Local Development Order** shall be issued to indicate approval of any **Site Plan, Subdivision Plat, Variance, Rezoning**, or expansion, enlargement or modification of **Non-Conforming Development or Use**.

B. Except as provided in section 10.01.03 or 10.01.05, a valid and current **Local Development Order** shall be required prior to the issuance of any **Building Permit** to authorize **Development** or a **Change of Use**.
c. No Development or Change of Use shall be made or continued without a lawful Building Permit.

d. No development permit shall be issued when an amendment to this Code is pending before the City Council or Planning Board, which amendment, if adopted, would make nonconforming the development authorized by the development order or permit.

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

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 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 __________, 20__.

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK
EXAMINED AND APPROVED by me this ____ day of ____________, 20__.  

__________________________________________
MAYOR  

Published in the _______________________ on the ___ day of ______, 201__.  

Posted on pcbgov.com on the ____ day of ____________, 201__.  

Page 3 of 3
REGULAR ITEM 4
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
   Building and Planning Department/Mel Leonard

2. MEETING DATE:
   12/8/2016

3. REQUESTED MOTION/ACTION:
   It is requested that the City Council consider the annual update to the Capital Improvements Schedule of the Comprehensive Plan and approve with any needed changes.

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)
   Attached is the draft annual update to the City's Capital Improvements Schedule as required by the State. The Capital Improvements Schedule is required to show only those projects necessary to maintain the adopted levels of service established in the City's Comprehensive Plan. The Capital Improvements Schedule is no longer sent to the State Department of Economic Opportunity for review but is adopted by approval of a local ordinance.

   The Planning Board considered and approved the annual update at their November 14th meeting.
AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE 2009 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; AMENDING THE CAPITAL IMPROVEMENT ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWIT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, the City has prepared the annual update to the Capital Improvement schedule, and desires to amend the Capital Improvement Element of said Comprehensive Plan by ordinance in order to comply with the provisions of Section 163.3177(3)(b), Florida Statutes; and

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request, conducted a public hearing on November 14, 2016, and recommended approval; and

WHEREAS, on December 8, 2016, the City Council conducted a properly noticed hearing to consider the schedule of Capital Improvements, and adopted this Ordinance in the course of that hearing.

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

SECTION 1. The attached Capital Improvements Schedule for planning improvements within the years 2016 through 2021 is hereby adopted.

SEE ATTACHED COMPOSITE EXHIBIT A SETTING FORTH THE UPDATED CAPITAL IMPROVEMENTS SCHEDULE
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.

__________________________
Mike Thomas, Mayor

ATTEST:

__________________________
Diane Fowler, City Clerk

PUBLISHED in the Panama City News Herald on the _____ day of _____________, 2016.

POSTED AT www.pcbgov.com on ________________________________

__________________________
Diane Fowler, City Clerk
The following table summarizes the requirements of a financially feasible schedule of capital improvements:

<table>
<thead>
<tr>
<th>Evaluation Item</th>
<th>Authority</th>
<th>Included</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Is there a component that outlines principals for construction, extension, or increase in capacity of public facilities, as well as principals for correcting public facility deficiencies which are necessary to implement the Comprehensive Plan.</td>
<td>§ 163.3177(3)(a)(1)</td>
<td>Yes</td>
<td>The City is relying on the level of service standards established in each element of the Comprehensive Plan.</td>
</tr>
<tr>
<td>(2) Does the data include an estimate of public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities?</td>
<td>§ 163.3177(3)(a)(2)</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>(3) Are there standards to ensure the availability of public facilities and the adequacy of those facilities to meet established levels of service?</td>
<td>§163.3177(3)(a)(3), FS</td>
<td>Yes</td>
<td>The City is relying on the level of service standards established in each element of the Comprehensive Plan.</td>
</tr>
<tr>
<td>(4) Are projects included that are funded projects of federal, state, or local government including privately funded projects for which the local government has no fiscal responsibility?</td>
<td>§163.3177(3)(a)(4), FS</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Evaluation Item</td>
<td>Authority</td>
<td>Included</td>
<td>Notes</td>
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<tr>
<td>(5) Does the data contain projects necessary to ensure that any adopted LOSS is achieved and maintained for the 5-year period and is each identified as either funded or unfunded and given a level of priority for funding?</td>
<td>§163.3177(3)(a)(4), FS</td>
<td>Yes</td>
<td>All non-transportation projects have the funding streams to complete the projects. For CRA transportation projects, the highest priority projects show funding and associated tasks.</td>
</tr>
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<td>(6) Does the schedule include TPO projects and is the schedule coordinated with the TPO's Long-Range Transportation Plan?</td>
<td>§163.3177(3)(a)(5), FS</td>
<td>Yes</td>
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AGENDA ITEM #
## City of Panama City Beach FY 16/17

### CAPITAL IMPROVEMENTS SCHEDULE

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<th>Traffic Circulation</th>
<th>Funding Source</th>
<th>Current Status</th>
<th>FY 18-17</th>
<th>FY 17-18</th>
<th>FY 18-19</th>
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<th>Beyond FY 18-20</th>
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<td>1. Clarence Av. Road Widening</td>
<td>Gas Tax</td>
<td>on-going</td>
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<td>$500,000</td>
<td>$500,000</td>
<td>$500,000</td>
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<td>2. Alf Coleman Road</td>
<td>FBR-CRA</td>
<td>$26,000,000 total cost</td>
<td>$7,400,000 spent to date</td>
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<td>3. N. Thomas Drive</td>
<td>FBR-CRA</td>
<td>$990,000 spent to date</td>
<td>$60,000 Sidewalk on north side and ITS improvements.</td>
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<td>4. Hill Road</td>
<td>FBR-CRA</td>
<td>$160,900 spent to date</td>
<td>$16,500,000 total cost</td>
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<td>5. Powell Adams Road</td>
<td>FBR-CRA Prop. Share</td>
<td>Seg. I Completed</td>
<td>$3,000,000</td>
<td>$6,000,000 total cost for Seg. II</td>
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<tr>
<td>Traffic Circulation</td>
<td>Funding Source</td>
<td>Current Status</td>
<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
<td>FY 19-20</td>
<td>Beyond FY 19-20</td>
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<tr>
<td>6. S. Thomas Drive</td>
<td>FBR-CRA</td>
<td>Construction 95% completed in '13</td>
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<td>$14,230,000 total cost</td>
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<td>7. Clara Avenue</td>
<td>FBR-CRA</td>
<td>$124,000 spent to date</td>
<td></td>
<td>$22,000,000 total cost</td>
<td></td>
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<tr>
<td>8. Front Beach Road Segment 1</td>
<td>FBR-CRA</td>
<td>Construction completed in '13</td>
<td></td>
<td>$11,130,000 total cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(S. Thomas to N. Thomas Drive)</td>
<td></td>
<td>Part of South Thomas Dr. project. See project #7.</td>
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<tr>
<td>9. Front Beach Road Segment 2</td>
<td>FBR-CRA</td>
<td>Spent to date $6,300,000</td>
<td></td>
<td>Construction CEI and Utilities $8,700,000</td>
<td></td>
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<tr>
<td>(Jackson Blvd. to S. Thomas)</td>
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</tbody>
</table>

- S. Thomas Drive: Completed with construction 95% completed in '13. Total cost $14,230,000.
- Clara Avenue: $124,000 spent to date. Total cost $22,000,000.
- Front Beach Road Segment 1: Construction completed in '13. Part of South Thomas Dr. project. Total cost $11,130,000.
- Front Beach Road Segment 2: Spent to date $6,300,000. Construction CEI and Utilities $8,700,000.
<table>
<thead>
<tr>
<th>Traffic Circulation</th>
<th>Funding Source</th>
<th>Current Status</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>Beyond FY 19-20</th>
</tr>
</thead>
</table>
| 10. Front Beach Road Segment 3  
(State Road 79 to Lullwater Dr)  
(public transit system  
-ped/bic. improvements  
-landscaping  
-streetscaping  
(needed to meet future demand) | FBR-CRA  
FDOT  
Prop. Share | Design  
Const. and Util.  
CE&I and Post  
Design | $4,975,000 | $2,675,000 | $9,000,000 | $14,000,000 | $1,000,000 |
| 11. Front Beach Road Segment 4  
(Lullwater Dr. to Jackson Blvd.)  
(public transit system  
-ped/bic. improvements  
-landscaping  
-streetscaping  
(needed to meet future demand) | FBR-CRA  
FDOT  
Prop. Share  
CE&I and Post  
Design | Design  
Right of Way, construct. | $753,000 | $110,000 | $1,425,000 | $1,425,000 |
| 12. S. Arnold Road (SR 79)  
-4 lane widening  
-ped/bic. improvements  
-landscaping  
-streetscaping  
(needed to meet future demand) | FBR-CRA  
TRIP funding  
FDOT  
FDOT 5-Year Work Program | TRIP funding granted for PDE  
$1,185,013  
spent to date  
$15,000,000  
total cost | $1,000,000 | $9,000,000 | $9,000,000 | $9,000,000 |
| 13. Cobb Road  
-ped/bic. improvements  
-landscaping  
-streetscaping | FBR-CRA  
FDOT  
Prop. Share | No activity to date | | | | |
| 14. Nautilus Street  
-landscaping  
-streetscaping | FBR-CRA | No activity to date | | | | |
<table>
<thead>
<tr>
<th>Traffic Circulation</th>
<th>Funding Source</th>
<th>Current Status</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>Beyond FY 19-20</th>
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<tbody>
<tr>
<td>15. North Thomas Drive Parking Lot</td>
<td>FBR-CRA Prop. Share</td>
<td>$5,250,000 spent Parking lot stabilized</td>
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<tr>
<td>16. Multimodal Center West</td>
<td>FBR-CRA</td>
<td></td>
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<tr>
<td>17. Power Line Road (Parkway Bypass, Back Back Beach Rd.)</td>
<td>City</td>
<td>$7,200,000</td>
<td></td>
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<tr>
<td>-US 98 to SR 79, Loop Road</td>
<td>City</td>
<td>$3,600,000</td>
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<tr>
<td>-Loop Road to Colony Club</td>
<td></td>
<td>$800,000</td>
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<tr>
<td>18. Hutchinson Boulevard @ Clara</td>
<td>FDOT 5-Year Work Program</td>
<td>Traffic Signal</td>
<td></td>
<td></td>
<td>$132,000</td>
<td></td>
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<tr>
<td>19. PCB Parkway (Mandy Lane to Jackson Blvd)</td>
<td>FDOT 5-Year Work Program</td>
<td>Preliminary Design PD&amp;E Study</td>
<td>$5,199</td>
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<td>$2,447,445</td>
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<td>ongoing</td>
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<tr>
<td>20. ITS Improvements</td>
<td>FDOT 5-Year Work Program</td>
<td></td>
<td></td>
<td></td>
<td>$450,000</td>
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<td>$450,000</td>
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<td>(needed to meet future demand)</td>
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<tr>
<td>22. West Bay Parkway from Walton County to SR 79</td>
<td>FDOT 5-Year Work Program</td>
<td>PD&amp;E Study</td>
<td>$495,055</td>
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<td>on-going</td>
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<tr>
<td>(needed to meet future demand)</td>
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<tr>
<td>23. Front Beach Road (E.Lakeshore Dr. to Portside Dr.)</td>
<td>FDOT 5-Year Work Program</td>
<td>Construct Sidewalk</td>
<td>$220,013</td>
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<td>$547,168</td>
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<tr>
<td>24. Front Beach Road (Portside Dr. to SR 79)</td>
<td>FDOT 5-Year Work Program</td>
<td>Construct Sidewalk</td>
<td>$8,120</td>
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<td>$329,756</td>
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<tr>
<td>25. Intersection Improvements (PCB Parkway - SR 79)</td>
<td>FDOT 5-Year Work Program</td>
<td>Intersection Improvements</td>
<td>$9,467</td>
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<td></td>
<td></td>
<td>on-going</td>
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<tr>
<td>26. PCB Parkway (Mandy Lane to Thomas Dr. Intersection)</td>
<td>FDOT 5-Year Work Program</td>
<td>PD&amp;E Study for 6-laning</td>
<td>$1,796,302</td>
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<tr>
<td>27. Multi Use Path/Trail From East Side of Trieste to Breakfast Point Subdivision</td>
<td>Acquiring easements &amp; Sun Trail Grant</td>
<td></td>
<td>$400,000</td>
<td>$390,000</td>
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<tr>
<td>28.</td>
<td>See Note #2 at end of report.</td>
<td>School Board</td>
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<tr>
<td>Potable Water, Wastewater, and Reuse</td>
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<td>Potable Water</td>
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<tr>
<td>29. N. Pier Park Drive Water Main</td>
<td>Utility</td>
<td>$269,350</td>
<td>$119,350</td>
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<tr>
<td>30. CRA Segment 2 Water Main Relocation</td>
<td>Utility</td>
<td>$1,000,000</td>
<td>$900,000</td>
<td>$100,000</td>
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<tr>
<td>31. CRA SR 79 Water Main Relocations &amp; Reclaimed Main</td>
<td>Utility</td>
<td>$700,000</td>
<td>$600,000</td>
<td>$100,000</td>
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<tr>
<td>32. Bay Parkway to Nautilus Water Main</td>
<td>Utility</td>
<td>$575,000</td>
<td>$100,000</td>
<td>$475,000</td>
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<tr>
<td>Wastewater and Reuse</td>
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<tr>
<td>33. Alf Coleman Force Main Project</td>
<td>Utility</td>
<td>$500,000</td>
<td>$100,000</td>
<td>$400,000</td>
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<tr>
<td>34. N. Pier Park Drive Force Main &amp; Reclaimed Main</td>
<td>Utility</td>
<td>$834,555</td>
<td>$334,555</td>
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<tr>
<td>35. CRA Segment 2 Sewer Main Relocation</td>
<td>Utility</td>
<td>$1,100,000</td>
<td>$700,000</td>
<td>$150,000</td>
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<tr>
<td>36. CRA SR 79 Sewer Main Relocation &amp; Reclaimed Mains</td>
<td>Utility</td>
<td>$850,000</td>
<td></td>
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<tr>
<td>37. Bay Parkway to Nautilus Force Main and Reclaimed Mains</td>
<td>Utility</td>
<td>$2,185,000</td>
<td>$800,000</td>
<td>$1,385,000</td>
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<tr>
<td>38. Lift Station #4 Driftwood Replacement</td>
<td>Utility</td>
<td>$2,440,000</td>
<td>$250,000</td>
<td>$1,100,000</td>
<td>$1,090,000</td>
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<td>39. Lift Station #9 Edgewater Replacement</td>
<td>Utility</td>
<td>$1,950,280</td>
<td></td>
<td>$1,910,280</td>
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<td>40. Lift Station 8 Fairway, Shadow Bay Replacement</td>
<td>Utility</td>
<td>$579,055</td>
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<td>$479,055</td>
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<tr>
<td>Stormwater</td>
<td>Funding Source</td>
<td>Current Status</td>
<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
<td>FY 19-20</td>
<td>Beyond FY 19-20</td>
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<tr>
<td>41. Stormwater Improvements</td>
<td>Stormwater Utility Assessments</td>
<td></td>
<td>$900,000</td>
<td>$450,000</td>
<td>$410,000</td>
<td>$305,000</td>
<td>$233,335</td>
</tr>
</tbody>
</table>

Prop. Share Projects

1. US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue
   (needed to meet future demand)
   - Seahaven Prop. Share
   - $300,000 based on trip triggers

2. US 98-Hill Rd. 6-laning
   (needed to meet future demand)
   - Seahaven Prop. Share
   - $1,350,000 (trip triggers)

3. US 98-Clara Ave. 6-laning
   (needed to meet future demand)
   - Seahaven Prop. Share
   - $1,350,000 (trip triggers)

4. PD&E for US 98 from SR 79 to Thomas Drive flyover
   (needed to meet future demand)
   - Seahaven Prop. Share
   - $2,000,000 (trip triggers)

5. ITS for US 98 from Phillips Inlet to Thomas Dr. flyover
   (needed to meet future demand)
   - Seahaven Prop. Share
   - $1,000,000 (trip triggers)

6. Hill Rd. Improvements
   (needed to meet future demand)
   - Seahaven Prop. Share
   - $338,786 (trip triggers)
1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as formally adopted by the FDOT, District 3 and the Bay County TPO.

2. The City of Panama City Beach hereby adopts by reference the Bay County School District's 2016-2017 Work Plan.

3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 16/17 is approximately $9,400,000.

4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.
REGULAR ITEM 5
## CITY OF PANAMA CITY BEACH

### AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. <strong>DEPARTMENT MAKING REQUEST/NAME:</strong></th>
<th>2. <strong>MEETING DATE:</strong></th>
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</thead>
<tbody>
<tr>
<td>ADMINISTRATION</td>
<td>DECEMBER 8, 2016</td>
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| 3. **REQUESTED MOTION/ACTION:**
<table>
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<tbody>
<tr>
<td>HOLD A PUBLIC HEARING TO CONSIDER FIRST READING OF ORDINANCE 1398 REGULATING LOW SPEED VEHICLES</td>
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<tr>
<th>4. <strong>AGENDA</strong></th>
<th>5. <strong>IS THIS ITEM BUDGETED (IF APPLICABLE)?</strong></th>
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<tbody>
<tr>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>PRESENTATION</td>
<td>✗</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>✓</td>
</tr>
<tr>
<td>CONSENT</td>
<td>✓</td>
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<tr>
<td>REGULAR</td>
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</table>

| 6. **BACKGROUND:** (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED) |
| In May of this year, Council directed staff to prepare recommendations for the regulation of low speed vehicles rented in the City. Staff's proposed regulations were considered by the Council at a workshop on December 1, 2016. The attached ordinance captures Council's direction to cap the number of low speed vehicles rented in the City to 200, provides for existing businesses to continue renting the number of vehicles they have currently registered for the City, and provides for existing or new businesses to obtain medallions for low speed vehicle rental inventory by purchasing an existing business or through a lottery. The attached ordinance includes amendments to the LDC that are in substantially similar form to that presented at the December 1 workshop. 

This proposed ordinance amends the LDC to create a new supplemental Use of Land specific to Low Speed Rental Vehicle Businesses, and as such requires two public hearings. Council may approve the ordinance as written or direct further revisions following the public hearing. Whether or not such revisions will require a re-start to the enactment process will depend on whether the revisions change the purpose of the Ordinance. Staff anticipates advertising a second public hearing on January 12th. |
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE REGULATION OF AMUSEMENT VEHICLES; AMENDING THE CITY’S CODE OF ORDINANCES TO DEFINE AMUSEMENT VEHICLES AND AMENDING DEFINITIONS, EXPAND THE APPLICATION OF EXISTING RULES FOR MOTOR SCOOTER RENTALS TO AMUSEMENT VEHICLES; DELETE CERTAIN REQUIREMENTS RELATED TO THE PROVISION OF INSURANCE AND VESTS, CLARIFY THE HOURS DURING SPRING BREAK IN WHICH RENTED MOTOR SCOOTERS MAY NOT BE MADE AVAILABLE FOR RENT, REQUIRE THE REGISTRATION OF AMUSEMENT VEHICLES, LIMIT THE NUMBER OF LOW SPEED VEHICLES RENTED IN THE CITY TO 200 UNITS AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; AMENDING THE CITY’S LAND DEVELOPMENT CODE TO CREATE A NEW SUPPLEMENTAL USE CATEGORY FOR LOW SPEED RENTAL BUSINESSES IN CH ZONES; PROVIDING DEFINITIONS; PROVIDING STANDARDS FOR LOCATION, STORAGE, DISPLAY AND RETURN OF VEHICLES, SIGNAGE, AND APPEARANCE OF SUCH BUSINESSES AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the rental of scooters and other amusement vehicles has long-been a popular form of entertainment for visitors; and

WHEREAS, the City has consistently acted in conjunction with the amusement rental industry to regulate and enhance the amusement rental experience for visitors and residents of the City; and

WHEREAS, while scooters were traditionally the primary form of amusement rental in the City, other forms of amusement vehicles have entered the market and provide visitors with many ways to tour the City; and

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Page 1 of 17
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, during that same time frame increased development throughout the City, increased population, and increases in the number of visitors to the City have dramatically increased the congestion and pressure placed upon the City's infrastructure and administration to maintain and safeguard visitors and residents experience as they travel throughout the City; 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 which was limited by the City's adoption of Ordinance 1351-L; and

WHEREAS, given the rapid increase in the number of rented low speed vehicles, on May 26, 2016, Council adopted Resolution 16-82, providing for a moratorium on the registration of further low speed vehicles; and

WHEREAS, on June 23, 2016, the Council adopted Ordinance 1388, establishing a 6 month moratorium on the issuance of development orders and permits and on the processing of applications concerning motor vehicle 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 permits relates 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; and

WHEREAS, after careful consideration of the analysis by City staff, testimony from the Chief of Police, City Manager, industry representatives, members of the City Council, and the public, the City makes the findings of fact detailed herein; 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, although low speed vehicles are safer, due to being stabilized by four wheels, many rental operators become so enthralled with the entertainment of the ride, and interacting with their fellow passengers, that they fail to heed to rules of the road and forget they are operating a motor vehicle. This increased distraction makes low speed vehicles more susceptible to violations of the Uniform Traffic Code and thus requires increased enforcement by the City Police Department; and

WHEREAS, the Council finds that it must prevent increased congestion on its already failing roads by limiting the amount of low speed vehicles rented throughout the City; and

WHEREAS, limiting the amount of low speed vehicles will allow the City to better police the action of all travelers upon its roads including those riding motor scooters and low speed vehicles for amusement.

WHEREAS, limiting the number of low speed vehicles available shall encourage responsibility by the vehicle owners to maintain each vehicle and ensure that renters are properly educated on safe methods of operation; and

WHEREAS, the City finds that the best and most efficient means of continuing cooperation and regulation of low speed vehicles is to place the limited number of low speed vehicle medallions in the hands of the business owners who have experience in this industry and have worked closely with the City in enacting these regulations; and

WHEREAS, the larger size of low speed vehicles requires considerable amounts of space to display, launch and return renters of the vehicles from the rental businesses. These displays and rental activities tend to interfere with the vision of renters entering and exiting the businesses' property as well as impede the flow of traffic; and

WHEREAS, the lack of consistent standards of use for the rental of low speed vehicles has created interference with existing traffic patterns by the excessive display of low speed vehicles in or near the right-of-way and by allowing renters to disembark the businesses' lot from any point along their property; and

WHEREAS, uniform outdoor display of low speed vehicles, signage, launching, and returning of vehicles will substantially reduce interference with lines of sight, congestion, and traffic flow by both customers of amusement vehicle

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Page 3 of 17
businesses and travelers throughout the City, and enhance the appearance of
the Front Beach Road corridor where the businesses are located; and

WHEREAS, uniform land development standards will allow each
amusement vehicle business to clearly display low speed vehicles and delineate
clear spaces for the display, launching and return of low speed vehicles from its
property; and

WHEREAS, the City's Land Development Code allows for amendment as
new uses arise and from time to time and as the City deems necessary
consistent with the City Charter and the City's Comprehensive Plan.

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

SECTION 1. Intent. The City Council finds that the number of rented low
speed vehicles in the City is rising at such a rapid rate that the number must be
capped and regulations established before efforts to do so are overcome by the
sheer volume of rented low speed vehicles operated in the City, and therefore
intends to immediately limit the number of rented low speed vehicles to a
maximum of two hundred (200) units throughout the City on the effective date of
this Ordinance. Further, the Council finds that by limiting the number of low
speed vehicles that may be rented, not only will the City be better able to police
the rental drivers but also the economics of having fewer units available for rent
should have a positive effect upon the congestion of Front Beach Road and the
responsibility of the operators to whom the remaining units are rented.

SECTION 2. From and after the effective date of this ordinance, Chapter
22 of the Code of Ordinances of the City of Panama City Beach related to Traffic
and Motor Vehicles, is amended to read as follows (new text bold and
underlined, deleted text struckthrough):

Ord. 1398
Page 4 of 17
Sec. 22-05. Definitions.

Definitions. The following words, terms or phrases, when used in this Chapter 22, shall have the meanings respectively ascribed to them:

Amusement vehicle shall mean a motorcycle, moped, motor scooter, motorized scooter, low speed street vehicle, golf cart, dune or swamp buggy, go-cart, mogicycle, or other vehicle rented or leased to customers which provides locomotion on a street or highway, but not including bicycles.

Bicycles shall mean every vehicle propelled solely by human power, and every motorized bicycle propelled by a combination of human power and an electric helper motor capable of propelling the vehicle at a speed of not more than twenty (20) miles per hour on level ground upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of no more than twenty-five (25) inches from the ground when the seat is adjusted to its highest position or a scooter or similar device.

Emergency vehicles shall include, but not be limited to, law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles which are marked as such.

Fire and safety lane shall mean a fire apparatus or emergency vehicle access way to or beside a commercial building, having an all-weather driving surface of not less than ten (10) feet of unobstructed width and required by governmental authority.

Golf cart shall mean a motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. A low speed vehicle modified pursuant to section 319.14(10)(a), Florida Statutes, shall be considered a golf cart for the purpose of this section once proof of compliance is presented to the City.

Low speed vehicle shall mean any four-wheeled vehicles whose top speed is greater than 20 miles per hour but is not greater than 25 miles per hour, but shall not include golf carts or motor scooters. Low-speed vehicles must comply with the safety standards enumerated in C.F.R. s. 571.500 and section 316.2122, Florida Statutes.

Marked fire and safety lane shall mean a fire and safety lane marked by a pavement stripe and posted at intervals of fifty feet (50') or less by signs which state "Fire and Safety Lane Parking of motor vehicles prohibited at all times."

Moped shall mean any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels; with a motor rated not in excess of two (2) brake horsepower and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground; and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed fifty (50) cubic centimeters.

Motor scooter or scooter shall mean a motorcycle or two or three or four wheeled vehicle powered by a motor with a displacement of fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such motorcycle at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in this section FS 316.03(77)(2013) and any other two or three wheeled, self-propelled vehicle for which state law does not require proof of financial responsibility (see FS Chapter 924 (2013)).
Motorized scooter shall mean any vehicle not having a seat or saddle for the use of the rider, designed to travel on not more than three (3) wheels, and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground.

Motor vehicle shall mean any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assistive mobility device, or moped.

Private property shall mean any real property within the city which is privately owned and which is not public property.

Public property shall mean any street or highway which shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel, and shall also mean any other publicly owned property or facility.

Registered owner shall mean the person or entity that is registered by state law as the title holder of a motor vehicle on the date that a violation of this section occurs.

Stop, stand or park shall mean any stopping, standing or parking of a vehicle, whether occupied or not, other than momentarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.

Vehicle shall mean every device, including golf carts, bicycles, motor scooters, motor vehicles, and mopeds, in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

ARTICLE VI. - VEHICLE RENTALS

Sec. 22-100. - Prohibited acts.

(a) It shall be unlawful for any person to rent, lease or hire within the City an amusement vehicle, motorcycle, motor-scooter or any other two- or three-wheeled self-propelled vehicle, or solicit the same within the City, unless each of the following requirements is met:

(1) There is promptly available for delivery without charge, with each such vehicle available for rental if requested by the customer, protective headgear, and eye-protective devices, and a fluorescent highway safety vest, of a type approved by the Department of Highway Safety and Motor Vehicles, and there is present on the same premises a vest described in this section for each scooter available for rental.

(2) Protective headgear and an eye-protective device approved by the Department of Highway Safety and Motor Vehicles are furnished without charge if requested by the customer.

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

For each motor scooter rented, all occupants are outfitted with a fluorescent green highway, safety vest, meeting at a minimum Class 2-ANSI 107-2010 or equivalent revised standards, upon the back of which the word "Rental" is applied in black, block letters four inches (4") high, and the occupants are not allowed to leave the rental business on the vehicle unless wearing the vest in a normal fashion on the outside of all clothing or apparel.
(6) All persons who will operate the vehicle hold and have in their possession a valid driver's license authorizing operation of the vehicle upon the public streets of Florida and the name and address of all operators and the number and state of issuance of all licenses shall be made a part of the contract pursuant to which possession of the vehicle is transferred.

(6) Reserved.

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

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

(9) Reserved.

(10) The entity owning and renting a motorcycle or motor-scooter shall have provided and have in effect a policy of insurance through an insurance company licensed to do business in Florida insuring the owner and operator of such rented scooter against loss from liability for bodily injury, death, and property damage arising out of the ownership, maintenance, or use of the vehicle in an amount not less than the limits described below and conforming to the requirements of § 624.111 (2013) subject to the usual policy exclusions that have been approved in policy forms by the Florida Office of Insurance Regulation.

In the amount of ten thousand dollars ($10,000) because of bodily injury to, or death of, one (1) person in any one (1) crash, and
Subject to such limits for one (1) person, in the amount of twenty thousand dollars ($20,000) because of bodily injury to, or death of, two (2) or more persons in any one (1) crash, and
In the amount of ten thousand dollars ($10,000) because of bodily injury to, or destruction of, property of others in any one (1) crash.

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

CITY ORDINANCE REQUIRES DELIVERY OF A WRITTEN ITEMIZATION OF PARTS AND LABOR CHARGED AGAINST A SECURITY DEPOSIT AND A CLEAR PHOTOGRAPH OF ANY DAMAGE CLAIMED.
CITY ORDINANCE PROHIBITS YOUR DEPOSIT BEING USED FOR ANOTHER PERSON UNLESS YOU CONSENT BY SEPARATE WRITTEN INSTRUMENT IN ORDER TO RENT A MOTORCYCLE AN AMUSEMENT VEHICLE, YOU MUST HOLD A VALID DRIVER'S LICENSE WHICH WOULD PERMIT YOU TO OPERATE A MOTORCYCLE SUCH VEHICLE IN YOUR HOME STATE.
IT IS ILLEGAL FOR ANYONE NOT LISTED AS AN OPERATOR ON THE RENTAL AGREEMENT TO OPERATE THE RENTAL VEHICLE MOTORCYCLE OR SCOOTER.
TO RENT AN AMUSEMENT VEHICLE A MOTOR SCOOTER YOU MUST READ, SIGN AND
HAVE IN YOUR POSSESSION WHILE DRIVING IN THE CITY A "SAFETY BROCHURE" AND
WEAR A VEST WHICH THIS BUSINESS WILL GIVE TO YOU.
OPERATING A MOTOR-SCOOTER, AN AMUSEMENT VEHICLE WITHOUT THE BROCHURE
OR WITHOUT WEARING THE VEST, OR VIOLATING ANY FLORIDA TRAFFIC LAWS, WILL
SUBJECT YOU TO A CIVIL PENALTY OF BETWEEN $100 AND $500 DOLLARS, OR MORE.
Said notice shall have a white background with black Roman lettering in substantially the form on
file and available for inspection in the office of the City Clerk.

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

(c) It shall be unlawful for any person to rent, lease or hire within the City an
amusement vehicle, or solicit the same within the City, to a person who does not have a
valid driver's license authorizing operation of a motor vehicle on public streets of Florida.

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

(1) The person operating the vehicle is listed as an operator in the rental agreement under
which the vehicle is being operated and a copy of that rental agreement is secured in the vehicle
or in the possession of the operator; and

(2) The operator of the vehicle has in his or her possession a Safety Brochure dated and
signed by him or her that same day.

(e) It shall be unlawful for any person to operate on any street or highway under the City's
jurisdiction a motor scooter which is rented, leased or hired within the City (or within the County,
as described and provided below), unless all occupants of the vehicle are wearing on the outside of
all clothing or apparel a fluorescent green highway safety vest upon which the back of which the word
"RENTAL" is applied in black, block letters four inches (4") high.

(f) It shall be unlawful for any person to operate on the public streets of the city an
amusement rental vehicle motor scooter which is rented, leased or hired within the City if there
is on or in the vehicle an alcoholic beverage in a container not sealed with the manufacturer's
original seal.

(f) The City consents to the applicability within its boundaries, and may enforce against
persons who rent, lease, or hire, motor scooters an amusement vehicles within the unincorporated
area of Bay County bounded by Philips Inlet, the Intracoastal waterway and St. Andrews Bay,
any requirements imposed by Bay County upon such persons to the extent consistent with this
article or any interlocal agreement entered between the City and Bay County.

Sec. 22-101. - Overnight rentals and operation of rented motor scooters at night prohibited
during college spring break.

Draft dated December 2, 2016
As used here, college spring break means the period commencing March 1 at 12:01 a.m. and
ending March 31 at 11:59 p.m. each year, unless that period is extended by resolution of the City
Council adopted on or before the immediately preceding January 31st as authorized here.

(1) No person who makes a scooter available for rent shall make a scooter available for rent
overnight, or rent a scooter overnight or between 7 p.m. and 7 a.m. sunset and sunrise each day
during college spring break.

(2) Any rented scooter operated on the road between 7 p.m. and 7 a.m. (between
one-half-hour after sunset and one-half-hour before sunrise as estimated by the times listed in
any local publication or government website) during college spring break shall be confiscated and
impounded by the City. Possession of the impounded scooter shall be surrendered to the owner
of the scooter, or to his, her or its authorized representative, no sooner than the next business
day and only after payment of an impound fee and storage fee in such amounts as may be
established by resolution of the City Council from time to time based upon the charges negotiated
by the city with private parties for those services.

Sec. 22-102. - Itemization of damage claims.

No person or business renting, leasing or hiring within the City a self-propelled vehicle
shall make any charge for damage to such vehicle without first delivering to the customer a
written, itemized statement of such charge, separately stating each replacement part and its cost,
all labor costs, and any other charge made, and one (1) or more color photographs clearly
depicting the damaged parts. No additional charge may be made for such statement and
photographs.

Sec. 22-103. - Threat of arrest.

No person or business renting, leasing or hiring within the City a self-propelled vehicle
shall threaten a customer with arrest or criminal prosecution for refusal to pay a damage claim or
any other charge.

Sec. 22-104. - Limitations on deposits; cross-collateralization prohibited; exceptions.

(a) No person or business renting, leasing or hiring within the City a self-propelled vehicle intended to be operated upon a public street shall accept anything of value as security or collateral for the full performance of the rental agreement therefor (hereafter in this section a "deposit"), other than (i) cash, or (ii) a credit card invoice upon which a maximum amount is clearly written, and in either case not exceeding the amount per vehicle set forth in subsection (d). The fee paid by a customer as consideration for the rental is not a deposit.

(b) Any value transferred to a person or business renting a vehicle within the City in connection with such rental shall be conclusively deemed to be a deposit within the meaning of the forgoing prohibition whenever the circumstances of the rental provide or reasonably infer that such value will be returned to the customer if the customer fully performs the customer's obligations under the rental agreement, including the obligation to pay the cost to repair any damage or loss sustained by the vehicle during the rental period. Nothing herein shall prohibit...
such person or business from collecting a non-refundable, voluntary fee to limit a customer's liability in the event of damage or loss to the rented vehicle, such a fee not being a deposit; however, any value held to secure satisfaction of the customer's liability so limited is a deposit within the meaning of the forgoing prohibition.

(c) No person or business renting within the City a self-propelled vehicle intended to be operated upon a public street shall permit or require the cash or credit card deposit given by one (1) or more persons, individually or jointly, with respect to one or more vehicles to be applied in excess of the amount per vehicle set forth in subsection (d).

(d) Maximum deposits permitted:

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Scooter (2 or 3 or 4 wheel, less than 50cc)</td>
<td>$150</td>
</tr>
<tr>
<td>Electric Car or Dune Buggy (3 or 4 wheel)</td>
<td>$300</td>
</tr>
<tr>
<td>Motorcycle (50cc or greater)</td>
<td>$500</td>
</tr>
<tr>
<td>All other vehicles</td>
<td>$500</td>
</tr>
<tr>
<td>Vehicle Type</td>
<td>Deposit Cap</td>
</tr>
</tbody>
</table>

Sec. 22-105. - Registration and inspection.

(a) Each amusement vehicle—motorcycle, motor-scooter, moped or any other two- or three-wheeled, self-propelled vehicle, or low-speed vehicle rented, leased or hired within the City shall be inspected and registered annually with the Chief of Police at the offices of the Police Department at such times as shall be specified by the Chief. The annual application for registration of each vehicle shall include:

(1) The name, residence and mailing address of the owner, and
(2) The name, location and mailing address of the rental, etc. business, and
(3) The location of the business where the amusement vehicle will be offered for rental, and
(4) A description of each type of vehicle to be rented by the business, including make, model and manufacturer, engine displacement, maximum brake horsepower, maximum seat height from ground, and whether equipped with pedals to permit propulsion by human power, and
(5) The approximate number of vehicles of each type to be rented by the business, subject to a continuing obligation to promptly advise the Chief of Police of any material change in such number, and
(6) A description of each type of protective headgear and eye protective device to be used, including manufacturer, make model and serial number, if any, and the approximate number of each type, and
Evidence satisfactory to the City of any trust deposit or bond financial responsibility required by law.

(b) Each application shall be accompanied by a registration fee in the amount of fifty dollars ($50), plus one dollar ($1) for each decal or medallion furnished, to defray the cost of enforcing the regulations contained in this Article.

(c) Each registration shall expire on December 31 next following issuance, regardless of the date of issuance.

(d) Each vehicle to be rented pursuant to this Article shall be inspected by the Chief of Police or his designee to confirm that the vehicle meets all applicable local, state, and federal safety standards, including but not limited to, confirming that the throttle, brakes, lights, blinkers and horn are in apparent working order, that the vehicle has a current tag and does not appear to leak fuel.

(e) If all conditions in the application and inspection are met, the Chief of Police or his designee shall supply and place upon each vehicle to be rented a decal or medallion, or both, in form and content specified by the Chief of Police or his designee, to identify the vehicle as a rental vehicle associated with the business renting the vehicle.

Sec. 22-105.5. - Limitation on number of Low Speed Vehicles to be rented in the City.

(a) The number of low speed vehicles available for rental in the City shall not exceed 200.

(b) On the effective date of this Ordinance, Low Speed Vehicle Rental Businesses shall be limited to offering for rental in the City the number of low speed vehicles such business had registered with the City for rental on May 12, 2016, or such higher number as permitted by Resolution 16-82.

(c) The City shall prepare and issue for each Low Speed Vehicle Rental Business a number of medallions unique to that business, and each Low Speed Vehicle available for rent at a Low Speed Vehicle Rental Business must have one of those medallions affixed to it. Failure to register a low speed vehicle pursuant to Section 22-105 will result in the loss of medallions to which a low speed rental business may be entitled, though such businesses shall be permitted to obtain medallions pursuant to sections (d) or (e) herein.

(d) Once issued, low speed vehicle medallions may only be transferred by a Low Speed Vehicle Rental Business to another person or entity under the following conditions:

(1) all, but no less than all, of the medallions unique to the existing business are conveyed to a third party, in conjunction with a sale of the existing business to that same third party; and

(2) if any real property interests are being conveyed by an existing business to a third party as part of the transaction contemplated above in order for such third party to carry on the rental of low speed vehicles at a certain location, the use and structures on the real property conveyed conform to the standards for Low Speed Vehicle Rental Businesses set forth in Section 5.04.07 of the City's Land Development Code. The third party to whom a low speed vehicle rental business is transferred shall enjoy no
grandfathering from the requirements of Section 5.04.07 of the City's Land Development Code.

(a) If, on January 1 of a given year, less than 200 low speed vehicles have been registered with the City pursuant to Section 22-105, the City will conduct a lottery for the number of medallions then available. Notice of the number of medallions available for such lottery, if any, shall be posted on the City’s website on or before January 5th. Persons or entities meeting the requirements set forth in subsection(1) below may submit applications to the Chief of Police by January 15th. The lottery selection will be conducted by the Chief of Police or his or her designee on the next business day and all applicants will be notified of the results. Those selected in the lottery will have 30 days to register low speed vehicles with the Police Department pursuant to section 22-105, upon which the right to the medallions will be forfeited. Any unredeemed medallions shall remain inactive for that calendar year, and made available for lottery the subsequent year.

(1) The lottery shall be limited to persons or entities currently operating a low speed vehicle rental business which conforms in all respects to the standards of Section 5.04.07 of the City’s Land Development Code, or to any other persons or entities possessing real property rights in a parcel that then conforms in all respects to the City’s Land Development Code. A business or entity that obtains medallions through the lottery shall have 30 days to provide to the Chief a copy of the development order permitting the rental of low speed vehicles pursuant to Section 5.04.07 of the City’s Land Development Code, at the location at which such low speed vehicles will be rented.

Sec. 22-105.55. - Enforcement and penalties.

(a) The City finds that a violation of any section of this Article, except Section 22-105, presents a serious threat to the public health, safety and welfare which is irreparable and irreversible and of an itinerant or transient nature.

(b) Each violation of this Article shall constitute a separate, civil infraction within the meaning of Florida Statutes Chapter 162, Part II, punishable by a civil penalty in the amount specified below unless a different amount is specified in the section violated.

First violation of this Article: ..... $100.
Second violation of this Article: ..... $200.
Third and all subsequent violations of this Article: ..... $500.

Unless otherwise specified, a person who does not contest the civil citation for violation of this Article shall be subject to a civil penalty in the following amount:

First violation of this Article: ..... $50.
Second violation of this Article: ..... $100.
Third and all subsequent violations of this Article: ..... $250.

The penalty for uncontested civil citations may be paid directly to the City Clerk.

(c) This Article may be enforced by the issuance of a civil citation by a sworn police officer of the City who has reasonable cause to believe that a person has violated any section of this Article. All sworn police officers of the City shall be considered code enforcement officers for the purpose of enforcing every section of this Article. A citation issued under any section of this
Article may be contested in the county court for Bay County, Florida. The civil citation shall contain the matters specified in § 162.21 Florida Statutes (2013), or subsequent, superseding legislation, in form approved by the Chief of Police. Any person who willfully refuses to sign and accept a citation issued pursuant to this section shall be guilty of a misdemeanor of the second degree, punishable as provided in §§ 162.21(6), 775.082 & 775.083, Florida Statutes or subsequent, superseding legislation. In addition to the penalties specified in this Article, a person who voluntarily paying a civil citation or convicted of a civil citation shall be required to bear all costs and fees imposed by the County Court or the office of the Clerk.

(d) Any amusement vehicle operated on the road without a medallion shall be confiscated and impounded by the City. Possession of the impounded amusement vehicle shall be surrendered to the owner of the vehicle, or to his, her or its authorized representative, no sooner than the next business day and only after payment of an impound fee and storage fee in such amounts as may be established by resolution of the City Council from time to time based upon the charges negotiated by the City with private parties for those services.

(e) The penalties provided here are cumulative to any other civil or criminal penalties available for violation of this the Panama City Beach Code of Ordinances, or state law.

(f) Each day (any 24 consecutive hour period) that a continuing violation of this Chapter occurs or continues shall constitute a separate, civil infraction punishable by a civil penalty in the cumulative amount specified above. Repeat violations by a single person or entity may relate to different requirements imposed by this law and in different circumstance and still constitute a repeat violation for the purpose of determining the civil penalty due.

SECTION 3. From and after the effective date of this ordinance, Section 1.07.00 of the Land Development Code of the City of Panama City Beach related to Definitions, is amended to read as follows (new text bold and underlined, deleted text stricken through):

1.07.00 Acronyms and Definitions

... 

Low Speed Vehicle: The term "Low Speed Vehicle" means any four-wheeled vehicles whose top speed is greater than 20 miles per hour but is not greater than 25 miles per hour, but shall not include unmodified golf carts or motor scooters. Low-speed vehicles must comply with the safety standards enumerated in C.F.R. s. 571.500 and section 316.2122, Florida Statutes.

Low Speed Vehicle Rental Businesses. The term "Low Speed Vehicle Rental Business" means a commercial establishment or place of business at which a Low Speed Vehicle...
is rented on a short-term basis and which possession of such vehicle is delivered to customers onsite for immediate use from that rental establishment or place of business. A Low Speed Vehicle Rental Business shall not include businesses where Low Speed Vehicles are sold but are not made available for rent.

SECTION 4. From and after the effective date of this ordinance, Section 5.04.07 of the Land Development Code of the City of Panama City Beach related to Low Speed Vehicle Rentals and Sales, is created to read as follows:

5.04.07 Low Speed Vehicle Rental, Sales and Services

A. Location and Distance limitations.

1. Low Speed Vehicle Rental Business shall be located only on parcels fronting a road with a posted speed limit of 35 miles per hour or less.

2. Low Speed Vehicle Rental Business shall be located no closer than one thousand five hundred (1,500) feet to a Single Family Residential zoning district (R-1, R-18, R-1C, R-1CT, and R-0).

3. No Low Speed Vehicle Rental Business opened or established after [the effective date of this Ordinance] shall be located within five hundred (500) feet from the next closest Low Speed Vehicle Rental Business.

B. Display of Low Speed Vehicles - All new Low Speed Vehicle Rental Businesses shall comply with the following Vehicle Display and appearance requirements.

1. The outdoor display of Low Speed Vehicles shall be limited to a single area no more than the size of one (1) Parking Space not to exceed ten (10) feet wide and eighteen (18) feet long (the "Outdoor Display Area"). The Outdoor Display Area shall not encroach any right-of-way nor interfere with on-site parking or traffic patterns. The Outdoor Display Area shall be located contiguous to the Low Speed Vehicle Rental Businesses’ physical Storefront. Except as provided herein, no Low Speed Vehicles may be displayed outdoors on the Premises of any Low Speed Vehicle Rental Business in such a way as to be visible from a Scenic Corridor or on any portion of a property lying between the primary business entrance and the ROW.

2. All Outdoor Display Areas shall be on a hard, durable surface such as concrete or compacted gravel.
3. All Low Speed Vehicles displayed shall be properly anchored, secured, or stored in such a manner to avoid shifting or movement.

4. No Signs of any kind may be displayed within the Outdoor Display Area.

5. Low Speed Vehicles awaiting departure or recently returned may not be displayed or otherwise visible from a Scenic Corridor or on any portion of a property lying between the primary business entrance and the ROW.

C. Repair and maintenance activities are limited to equipment rented on site, and shall be conducted within enclosed structures and otherwise screened from view of a Scenic Corridor.

D. Each Low Speed Vehicle Rental Business shall designate a Runway Zone at least ten (10) feet wide from which all Low Speed Vehicles rented or sold must depart and return to the Premises. The Runway Zone shall be placed so that it does not interfere with the line of sight, traffic patterns, transit service, or access to or from the site but may be marked by two orange traffic cones no more than two (2) feet in height.

E. The Use, including any signage or other display of merchandise, shall not interfere with pedestrian movement along public sidewalks or public entrances or otherwise create an unsafe condition and shall be in full compliance with all applicable federal and state accessibility standards, including but not limited to, the Americans with Disabilities Act.

F. After the effective date of this Ordinance, there shall be no storage, parking, Vehicle display, signs, banners, tents or other Accessory or sales activity on the public right of way.

G. All Low Speed Vehicle Rental Businesses, regardless of their location in the City, shall comply with the requirements of Section 7.02.03G of this Code relating to the use of Front Yards and the items authorized within them.

H. Sign and Appearance Requirements -- All Low Speed Vehicle Rental Businesses shall comply with the following Sign and appearance requirements. Low Speed Vehicle Rental Businesses existing on May 12, 2016, shall have until [December 31, 2017] to come into compliance with these requirements. All capitalized terms used in this section shall have the meanings ascribed in the City of Panama City Beach Sign Code, as amended from time to time, which ordinance shall apply to the extent not inconsistent with this section.

1. All Signs shall be flat Wall Signs.

2. The amount of allowable Sign Area shall be one square foot of Sign Area per linear foot of Frontage of that Premises, to a maximum of twenty-five (25) square feet.
3. **Free-Standing On-Premises Signs** are prohibited.

I. A **Low Speed Vehicle Rental Business** shall be limited to offering a maximum of fifty (50) **Low Speed Vehicles** for rental at any one location. This limitation shall not be interpreted to limit the number of vehicles that may be stored or displayed indoors at a location that can reasonably accommodate the storage or display of such vehicles.

J. Section Not Independently Authorizing Use. Nothing in this section shall be construed to permit the establishment or maintenance of any **Low Speed Vehicle Rental Business** not otherwise permitted by the other chapters of this LDC or any other applicable law.

SECTION 5. From and after the effective date of this ordinance, Table 2.03.02 of the Land Development Code of the City of Panama City Beach related to Land Uses in Base Zoning Districts, is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

<table>
<thead>
<tr>
<th>Table 2.03.02: Land Uses in Base Zoning Districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Uses</td>
</tr>
<tr>
<td>Low Speed Vehicle Rental Business</td>
</tr>
</tbody>
</table>

SECTION 6. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 7. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ord. 1398

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AGENDA ITEM #
Ordinances and the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of __________, 2017.

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

EXAMINED AND APPROVED by me this ____ day of ____________, 2017.

________________________
MAYOR

Published in the _________________ on the ___ day of ______.
Draft dated December 2, 2016

2016 and on the _____ day of __________, 2017.

Posted on pcbgov.com on the ____ day of ________________, 2016.
REGULAR ITEM 6
**CITY OF PANAMA CITY BEACH**  
**AGENDA ITEM SUMMARY**

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

2. **MEETING DATE:**  
DECEMBER 8, 2016

3. **REQUESTED MOTION/ACTION:**  
CONSIDER FIRST READING OF ORDINANCE 1399 EXTENDING LOW SPEED VEHICLE MORATORIUM

4. **AGENDA**

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<tr>
<th>PRESENTATION</th>
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5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**

| ✓ | N/A |

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

In May of this year, Council directed staff to prepare recommendations for the regulation of low speed vehicles rented in the City, and adopted moratoria on the registration of new vehicles and rental locations pending the Council's adoption of such a regulation. While the Council is presently considering regulations for low speed vehicle, they will not be adopted before those moratoria expire on December 23, 2016. As such, staff has prepared an Ordinance extending the moratoria to provide the Council an opportunity to hold public hearings on the proposed regulations prior to the adoption of those regulations.

Assuming the Council does not intend to abandon its intent to regulate low speed vehicles, Staff recommends formal extension of the moratoria to consider the regulations slated for first reading by the Council on December 8 and adoption by the Council in January. The ordinance would expire on its own terms in March if the Council is unable to adopt regulations for low speed vehicles by that time.

AGENDA ITEM # 6
ORDINANCE 1399

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING ORDINANCE 1388 TO EXTEND THE MORATORIUM IMPOSED THEREIN UNTIL MARCH 1, 2017; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on June 23, 2016, the City imposed a six-month moratorium on the issuance of permits for 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; and

WHEREAS, on May 26, 2016 City adopted Resolution 16-82, imposing a moratorium on the registration of low speed vehicles, which Resolution was extended on September 22, 2016 to sync with the expiration of the moratorium established by Ordinance 1388; and

WHEREAS, the moratorium is scheduled to sunset on December 23, 2016; and

WHEREAS, staff has prepared the low speed vehicle ordinance regulating their use proposing regulations on the use of low speed vehicles and the development of land on which such vehicles are rented; and

WHEREAS, additional time is needed to allow the Council to review and fully consider the proposed amendments to the City's Code and Land Development Plan; and

WHEREAS, the City Council wishes to further extend the low speed vehicle moratorium to provide for the Ordinance's further revision and adoption; and

WHEREAS, the Council believes it is in the best interests of the City to extend the moratorium until affirmative action is taken by the Council.

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

SECTION 1. The moratorium imposed by Ordinance 1388 is hereby extended until March 1, 2017. The moratorium shall automatically dissolve upon the expiration or this period, or upon the adoption of an ordinance regulating low speed vehicles, whichever occurs first, unless otherwise extended in accordance with applicable law. The moratorium may be reasonably extended, if necessary, by Ordinance of the City Council. Except as amended herein, Ordinance 1388 is hereby ratified and affirmed.
SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. 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 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 ____________, 2017.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ________________, 2017.

__________________________
MAYOR

Published in the __________________ on the ___ day of _____, 2016 and on the ___ day of ____________, 2017.

Posted on pcbgov.com on the ___ day of ________________, 2016.
REGULAR ITEM 7
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<th>3. REQUESTED MOTION/ACTION:</th>
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<td>HOLD PUBLIC HEARING AND CONSIDER FIRST READING OF ORDINANCE ESTABLISHING A MORATORIUM ON PERMITTING OF FACILITIES AND USES RELATED TO MEDICAL CANNABIS</td>
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<th>4. AGENDA</th>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
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<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
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<td>In 2014 the Florida Legislature enacted the Compassionate Medical Cannabis Act, which legalized the cultivation, processing, and dispensing of “Low-THC Cannabis,” as defined by Section 381.986(1)(e), Florida Statutes, by a licensed dispensing organization for “Qualified Patients,” as defined by Section 381.986(1)(h). In 2016 the Florida Legislature amended the Right to Try Act, which amended the Compassionate Use Act and legalized the cultivation, production, and dispensing of “Medical Cannabis,” as defined by Section 381.986(1)(f), Florida Statutes, and derivative products by a licensed dispensing organization to “Eligible Patients,” as defined by Section 499.0295, Florida Statutes. In November of this year, Florida voters decided to amend the Florida Constitution to legalize the cultivation, production, and dispensing of medical cannabis for a broader population of eligible patients. All said, Florida laws relating to the cultivation, production, and dispensing of cannabis products are rapidly changing – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities.</td>
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The purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities for a period of time reasonably necessary for the City to determine the best way to regulate Medical Cannabis Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities if deemed advisable by the City. The ordinance proposes a moratorium of one year, which may be shortened or extended by subsequent affirmative action of the Council.
ORDINANCE 1400

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON GROWING, CULTIVATION, PROCESSING, MANUFACTURING, DISPENSING, DISTRIBUTION, AND WHOLESALE AND RETAIL SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, AND DERIVATIVE PRODUCTS, OR ANY RELATED ACTIVITIES; ESTABLISHING A TEMPORARY MORATORIUM ON THE OPENING, RELOCATION, OR EXPANSION OF ANY MEDICAL MARIJUANA DISPENSING FACILITY WITHIN THE CITY LIMITS; DIRECTING STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS-RELATED ACTIVITIES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Panama City Beach, Florida (the "city"), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, in 2014 the Florida Legislature enacted the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which legalized the cultivation, processing, and dispensing of "Low-THC Cannabis," as defined by Section 381.986(1)(e), Florida Statutes, by a licensed dispensing organization for "Qualified Patients," as defined by Section 381.986(1)(h); and

WHEREAS, in 2016 the Florida Legislature amended the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and legalized the cultivation, production, and dispensing of "Medical Cannabis," as defined by Section 381.986(1)(f), Florida Statutes, and derivative products by a licensed dispensing organization to "Eligible Patients," as defined by Section 499.0295, Florida Statutes; and

WHEREAS, the comprehensive State licensing and regulatory framework directs that the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of cannabis businesses may be determined by local ordinance; and

Ord. 1400
Page 1 of 5

AGENDA ITEM # 7
WHEREAS, cannabis businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the dispensing of cannabis is currently illegal under federal law and the United States Drug Enforcement Agency has recently confirmed that cannabis remains a Schedule I drug under federal law, but the United States Department of Justice has discussed federal enforcement of such laws with respect to state regulated cannabis operations in the 2012 "Cole Memorandum," and;

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the distribution of cannabis exist, potentially including, offensive odors, trespassing, theft, fire hazards, increased crime in and about the dispensary, robberies, negative impacts on nearby businesses, nuisance problems, and increased DUI incidents; and

WHEREAS, in November of this year, Florida voters decided to amend the Florida Constitution to legalize the cultivation, production, and dispensing of medical cannabis for a broader population of eligible patients; and

WHEREAS, Florida laws relating to the cultivation, production, and dispensing of cannabis products are rapidly changing – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities, as defined herein, for a period of time reasonably necessary for the City to determine the best way to regulate Medical Cannabis Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities if deemed advisable by the City; and

WHEREAS, the City Council hereby finds that the temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the city the time reasonably necessary to investigate the impacts of cannabis dispensing facilities, and if necessary, to promulgate reasonable regulations relating to such establishments; and

WHEREAS, the City Council hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of cannabis dispensing facilities; and

WHEREAS, the City Council hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. FINDINGS OF FACT. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. DEFINITIONS.

a. *Derivative Product* means any form of cannabis suitable for administration to or consumption or use by a Qualified Patient, Eligible Patient, or any other similarly situated individual.

b. *Dispensing Facility* means any facility where Derivative Product is dispensed at retail.

c. *Low-THC Cannabis* means a plant of the genus *cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.

d. *Medical Cannabis* means all parts of any plant of the genus *cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

e. *Medical Cannabis Activities* means, without limitation, the growing, cultivation, processing, manufacturing, dispensing, distribution, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, or any subset of such activities, or any related activities.

SECTION 3. TEMPORARY MORATORIUM. Beginning on the effective date of this Ordinance and continuing through December 31, 2017, or sooner if provided by an ordinance of the City Council, a moratorium is hereby imposed on the opening, relocation, or expansion of any Dispensing Facility within the corporate limits of the city of Panama City Beach, including but not limited to Dispensing Facilities owned or operated by an approved dispensing organization under Section 381.986, Florida Statutes. In addition,
the moratorium is hereby imposed upon all Medical Cannabis Activities by any person or entity that is not an approved dispensing organization under Section 381.986, Florida Statutes, except where inconsistent with Florida law.

SECTION 4. STUDY AND RECOMMENDATIONS. During the moratorium period described in Section 3 of this ordinance, City staff is hereby directed to study Medical Cannabis Activities and their impact on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend land development regulations for Medical Cannabis Activities in the unincorporated areas of the City, and any other relevant regulations and recommendations.

SECTION 5. PENALTIES. Any person or entity who violates any provision of this ordinance, or who fails to comply therewith, shall be subject to the penalties as prescribed in Section 1-12 of the City’s Code of Ordinances.

SECTION 6. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 8. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.
SECTION 9. SCRIVENER'S ERROR. The city attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

SECTION 10. EFFECTIVE DATE. This ordinance takes effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of ____________, 2017.

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

EXAMINED AND APPROVED by me this ____ day of ________________, 2017.

______________________________
MAYOR

Published in the ___________________ on the ___ day of ______, 2016 and the ___________________ on the ___ day of ______, 2017.

Posted on pcbgov.com on the ___ day of ________________, 2016.
REGULAR ITEM 8
The mortgage foreclosure crisis resulted in a rising number of vacant and abandoned properties with serious negative implications for all communities trying to manage the resulting property vacancies, such as decreases in property values, lack of maintenance, and other problems that stem from financial crisis. Foreclosed homes quickly succumb to the forces of nature and the elements, grass and weeds grow, swimming pools become stagnant public health hazards, landscaping dies from lack of attention or grows out of control, windows are broken, exteriors suffer damage from normal wear-and-tear, vagrants and vandalism, communities suffer, and these consequences have a negative impact first on neighboring residences and then on entire neighborhoods. The City has found it challenging to identify and locate owners or foreclosing parties who can correct negative impacts and maintain the properties that are in the foreclosure process or that have been foreclosed, but believes that neighborhoods should be protected from becoming blighted through the lack of adequate maintenance and security of vacant properties or properties that are subject to mortgages that are in default.

The proposed ordinance establishes a foreclosed property registration process to provide a monitoring mechanism and additional enforcement for defaulted properties. It would include properties that have already been foreclosed upon, are currently in the foreclosure process, or may be in the foreclosure process in the future, with the goal that vacant real property and real property in foreclosure will less likely become public eye sores and public nuisances.

Staff recommends approval. If Council approves the first reading of this ordinance, a public hearing and second reading will be scheduled for January 12, 2017.
ORDINANCE NO. 1401

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATING TO NUISANCES TO ESTABLISH A FORECLOSED PROPERTY REGISTRATION PROGRAM; PROVIDING DEFINITIONS; PROVIDING REQUIREMENTS FOR REGISTRATION, INSPECTION AND MAINTENANCE, SECURITY AND POSTING OF FORECLOSED PROPERTIES AND THOSE INVOLVED IN FORECLOSURE LITIGATION, ALL AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; DECLARING VIOLATIONS TO BE A PUBLIC NUISANCE AND PROVIDING REMEDIES THEREFORE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the mortgage foreclosure crisis resulted in a rising number of vacant and abandoned properties with serious negative implications for all communities trying to manage the resulting property vacancies, such as decreases in property values, lack of maintenance, and other problems that stem from financial crisis; and

WHEREAS, foreclosed homes quickly succumb to the forces of nature and the elements, grass and weeds grow, swimming pools become stagnant public health hazards, landscaping dies from lack of attention or grows out of control, windows are broken, exteriors suffer damage from normal wear-and-tear, vagrants and vandalism, communities suffer, and these consequences have a negative impact first on neighboring residences and then on entire neighborhoods; and

WHEREAS, the conditions identified above negatively impact the City of Panama City Beach and blight neighborhoods; and

WHEREAS, the City of Panama City Beach is challenged to identify and locate owners or foreclosing parties who can correct negative impacts and maintain the properties that are in the foreclosure process or that have been foreclosed; and

WHEREAS, the City of Panama City Beach finds that neighborhoods should be protected from becoming blighted through the lack of adequate maintenance and security of vacant properties or properties that are subject to mortgages that are in default; and

WHEREAS, the City of Panama City Beach has adopted property maintenance codes to regulate standards for the interior and exterior of structures and the condition of property as a whole; and
WHEREAS, a foreclosed property registration process is necessary for the City of Panama City Beach to provide a monitoring mechanism and additional enforcement for defaulted properties; and

WHEREAS, the City of Panama City Beach finds that the registration process would include properties that have already been foreclosed upon, are currently in the foreclosure process, or may be in the foreclosure process in the future; and

WHEREAS, the City Council of the City of Panama City Beach has determined that the following additions to the City's code will serve and contribute to promoting and protecting the general health, safety and welfare of the residents of the City of Panama City Beach; and

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Council desires that by imposing the registration and other requirements set forth in this Ordinance, vacant real property and real property in foreclosure will less likely become public eye sores and public nuisances; and

WHEREAS, the City also desires to provide a local mechanism to collect and share information regarding foreclosed real property so these properties can quickly move into the hands of owners who can make productive use of them for the economic well-being of the community.

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

SECTION ONE. Recitals Incorporated. The above recitals are true and correct and by this reference are incorporated herein and made an integral part hereof.

SECTION TWO. From and after the effective date of this ordinance Article III, Chapter 15 of the Code of Ordinances of the City of Panama City Beach, related to Nuisances is created to read as follows:

CHAPTER 15 - NUISANCES

Chapter 15 NUISANCES
ARTICLE I. IN GENERAL
ARTICLE II. NUISANCE ABATEMENT CODE

ARTICLE III – FORECLOSED PROPERTY REGISTRATION PROGRAM

Sec. 15-40. Purpose and intent.

It is the purpose and intent of this Article to establish a process to monitor and address the deterioration of property located within the City of Panama City Beach, which property is in mortgage foreclosure, where ownership has been transferred to a lender or mortgagee by any legal method or where property is deemed to be vacant or abandoned. It is further intended to establish a registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance or through abandoned or vacated properties which are subject to mortgages that are in default.

Sec. 15-41. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning. Where the context will permit and no definitions are provided herein, the definitions provided in the Florida Building Code shall apply.

Default means that the mortgagee has filed a foreclosure action in a court of law or recorded a lis pendens.

Enforcement officer means any law enforcement officer, building official, fire inspector or code enforcement officer employed by the City of Panama City Beach.

Evidence of vacancy means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown or dead vegetation or both; electricity, water or other utilities turned off; stagnant swimming pool; or statements by neighbors, passers-by, delivery agents or government agents.

Foreclosed property means real property that is in default.

Foreclosure means the judicial process by which a property, placed as security for a mortgage loan, after a judicial process, is sold at an auction to satisfy a debt upon which the borrower has defaulted.

Owner of record means the person or entity holding record title to the real property in questions as reflected in the Official Records of Bay County, Florida.

Secure manner means and includes, but is not limited to, the closure, locking or repairing of all windows, doors, fences, gates, garages and other openings that may allow access to the interior of a building or structure on real property. In the case of broken windows or doors, securing shall mean replacing the window or door. Temporary boarding of openings may be allowed pending repairs.

Vacant means any building or structure that is not lawfully occupied or inhabited as evidenced by the conditions set forth in the definition of “Evidence of Vacancy” above.

Sec. 15-42. Applicability.
This Article applies to improved property which is in default located within the City of Panama City Beach, or which property is in or has been in foreclosure, or where ownership of such property has been transferred to a lender or mortgagee by any legal method.

Sec. 15-43. Registration Requirements.
(a) Any mortgagee who holds a mortgage on real property located within the City shall within ten (10) days of default by the mortgagor of the real property that is the security for the mortgage register the property with the City. Registration shall be on a form provided by the City and shall, at a minimum, include the following:
(1) The mortgagee’s name, direct mailing address, email address, contact person and telephone number;
(2) The address and parcel identification number of the real property that is being foreclosed upon by mortgagee;
(3) Whether the property is vacant or occupied during the default period;
(4) If the real property is or becomes vacant, the name, street address, email address and telephone number of the local property manager that will work on the mortgagee’s behalf to inspect, maintain and secure the real property. The local property manager’s current street address and landline telephone number shall be within Bay or Walton County;
(5) If a foreclosure complaint involving the real property has been filed in circuit court, or the real property is subject to a bankruptcy proceeding, the style of the case including court name, case number, and parties; and
(6) Provide express authorization for city employees to enter upon the exterior of the property in the event the property becomes vacant for the purpose of ensuring compliance with this Article.
(b) Any person or other legal entity that has registered a property under this section shall be required to report any change of information contained in the registration within ten (10) days of the change.
(c) In the event there are several mortgagees with mortgages on the property, the registration, inspection, maintenance, and security requirements imposed by this article shall apply to the mortgagee with the most superior mortgage that has declared the mortgage in default unless the several mortgagees notified the City to the contrary in writing. However, nothing herein shall prevent inferior mortgagees from voluntarily complying with this ordinance after a primary mortgagee registers hereunder.
(d) An annual registration fee in an amount of $50.00, per property, shall accompany the registration. Said fee may be amended from time to time by resolution of the City Council, and shall be based on the reasonable estimated costs of administering the provisions of this article. Fees may be based on the size and type of property being registered. Fees shall be due and payable at the time of registration or re-registration.
(e) Once the property is transferred or sold, the mortgagee shall provide the City written proof of the sale in order to be relieved of the requirements of this Article.

Sec. 15-44. Mortgagee Inspection requirements.
(a) If the foreclosed property becomes vacant or shows evidence of vacancy at any time, the mortgagee, or a local property manager designated by the mortgagee performing on the mortgagee’s behalf, shall initiate and maintain on-site inspections of the property to verify compliance with this article and any other applicable laws. Said inspections shall occur a minimum of once every [sixty] days unless a code enforcement officer or police chief determine, in writing, that more frequent inspections are required to ensure compliance with this article or to prevent a decline of the property, a public or attractive nuisance, or a blight on the surrounding neighborhood. Such inspections shall continue until such time as the default is cured, or property is transferred or sold to a third party. Once the property is transferred or sold, the mortgagee shall provide the City written proof of the sale in order to be relieved of the requirements of this Article. At the written request of the City prior to any inspection required by this Article, the person performing the

Ord. 1401
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inspection shall be required to schedule the inspection with the City for a date and time certain so that a city code or law enforcement officer can meet the person on-site in order to address any compliance issues under this Article.

Sec. 15-45. Maintenance requirements.

Properties subject to this Article shall be maintained in accordance with all relevant City regulations, and the following specific standards:

(a) The property shall be kept free of excessive weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (excluding those required by federal, state or local law), discarded personal items such as furniture, clothing, appliances, printed materials or any other items that give the appearance that the property is abandoned or not being properly maintained.

(b) The property shall be maintained free of graffiti or similar markings by removal or painting over such graffiti or markings with an exterior grade paint that matches the color of the exterior structure.

(c) Yards shall be regularly landscaped and maintained in good condition pursuant to the property maintenance standards set forth by the City in its Code of Ordinances or Land Development Code, as applicable. At a minimum, landscaping shall include, but be limited to, grass, ground covers, bushes, shrubs, hedges, mulch, or similar planting which are appropriately designed for residential, commercial, or industrial installation as applicable. Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required landscape and removal of all trimmings.

(d) Pools, spas, fountains or ponds shall be regularly kept in working order so as to prevent the creation of an environment for the breeding of mosquitoes or other unsanitary environment through the accumulation of stagnant or polluted water, pollutants or debris. Water clarity shall be such that the bottom of the pool or spa can be seen from the pool or spa deck. If the pool or spa is emptied, it shall be securely covered.

(e) Outdoor play equipment, furnishings, or other accessory structures shall be properly maintained and secured so as not to be accessible to unauthorized persons or not to create an attractive nuisance or safety hazard.

(f) In the event the National Weather service or National Hurricane Center declares a hurricane warning for any portion of the City, all materials, furnishing and equipment at the property shall be secured, stored or removed so as to not create a safety hazard due to hurricane force winds.

(g) The property shall be regularly monitored for indications of criminal activity on the premises such as vagrancy, use and sale of controlled substances, prostitution, and criminal street gang activity. Any indication of criminal activity shall be reported to the Police Department at such time it becomes reasonably known or apparent.

Sec. 15-46. Security Requirements.

Buildings and structures on property subject to this article shall be maintained in a secure manner at all times so as not to be accessible by unauthorized persons.

Sec. 15-47. Posting of Property.

(a) When a property subject to this Article becomes vacant or abandoned, unless prohibited by recorded covenants and restrictions, it shall be posted with the name and twenty four (24) hour contact telephone number of the local property manager. The posting shall be no less than 18 inches x 24 inches and shall be of a font that is legible from a distance of 45 feet. The posting shall contain the following language, at a minimum, with supporting information:

THIS PROPERTY IS MANAGED BY
AND IS INSPECTED ON A REGULAR BASIS. THE PROPERTY
MANAGER CAN BE CONTACTED BY TELEPHONE AT __________________________ OR BY EMAIL AT __________________________

(b) The posting required in subsection (a) above shall be placed on the interior of a window facing the street to this front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to this front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to this front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

Sec. 15-48. Additional authority of City Manager and Police Chief.
The City Manager or police chief shall have the authority to require the mortgagee or owner of record, or both, of property subject to this article to implement additional maintenance or security measures as may be reasonably required to prevent a decline of the property, a public or attractive nuisance, or a blight on the surrounding neighborhood. Said additional requirements shall be stated in writing and shall have the force of law under this article.

Sec. 15-49. Public nuisance, remedies.

(a) All real property in violation of this Article is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared necessary for the health, safety and welfare of the residents of the City.

(b) The provisions of this article may be enforced and penalties imposed on mortgagees or owners of record for violations of this article as provided by law. Without limiting the City's right to impose any other penalties as provided by law, or to enforce this article by any other lawful means, a violation of this article may be punished by a civil penalty not exceeding $250. Nothing under this article shall be construed as imposing liability on local property managers acting on a mortgagee's behalf pursuant to this article.

(c) Upon failure of the mortgagee to comply with the maintenance or security requirements under this article, the City Manager or his or her designee may take such appropriate action deemed necessary to remedy a maintenance or security failure on property subject to this article. The City Council shall assess the entire cost of the action against the real property, which assessment, when made, shall constitute a lien upon the property in favor of the City. The City may also collect this abatement cost through the additional and alternative method of levying a special assessment.

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

SECTION 4. 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 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 ____________, 2017.

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________, 2017.

______________________________
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: BUILDING & PLANNING/CODE ENFORCEMENT

2. MEETING DATE: DECEMBER 8, 2016

3. REQUESTED MOTION/ACTION:
CONSIDER FIRST READING OF AN ORDINANCE AMENDING CHAPTER 15 RELATED TO NUISANCES TO EXPRESSLY APPLY TO CARPORTS

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)
   Staff proposes an amendment to Chapter 15 of the City's Code of Ordinances related to nuisances to expressly authorize the City to remove junked automobiles from unenclosed carports, and to allow for the abatement of nuisances caused by accumulations of junk often found on carports. Staff anticipates this ordinance will allow the City to more effectively cause for the clean up of unenclosed carports whose contents are clearly visible from the right of way.

   Staff recommends approval. If the Council approves first reading, a public hearing and second reading will be scheduled for January 12, 2016.
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, REVISING CHAPTER 15 RELATED TO THE CITY’S NUISANCE ABATEMENT CODE; PROVIDING FOR THE REGULATION AND ABATEMENT OF JUNKED VEHICLES AND OTHER PERSONAL PROPERTY VISIBLE UNDER A CAR PORT WITHIN THE CITY LIMITS AND WHERE ACCUMULATION OF DISCARDED MATERIAL CONSTITUTES A THREAT TO THE PUBLIC HEALTH AND SAFETY; CLARIFYING THAT INTERESTED PARTIES SHALL BE GRANTED A MINIMUM OF THIRTY DAYS TO ABATE ANY NUISANCE FOUND ON THE PROPERTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN IMMEDIATELY EFFECTIVE DATE.

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, Chapter 15 of the Code of Ordinances of the City of Panama City Beach related to Nuisances, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

Sec. 15-17. - Definitions.

As used in this article, the following words and phrases shall have the meanings respectively ascribed to them:

*Improved property* shall mean land on which buildings or other structures are located, or which has been prepared for development by the installation, addition or construction of utilities or other improvements.

*Inspector* shall mean the Chief Building Inspector of the City or his delegate.

*Nuisance* or *Public Nuisance* shall mean any of the following:

1. Any public nuisance known at common law or in equity jurisprudence or as provided by the Statutes of the State of Florida or ordinances of the City of Panama City Beach.

2. Storage of junked automobiles: Unsheltered storage, or unenclosed storage under a carport, for a period of thirty (30) days or more within the corporate limits of the City, except in licensed junk yards, of old and unused stripped junk or automobiles not in good and safe operating conditions, and of any other vehicles, machinery, implements or equipment or personal property of any kind which is no longer safe or usable for the purposes for which it was manufactured.
(3) Detrimental conditions or uses of property: Any condition or use of premises or of building exteriors, including carports, which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which the premises are located, including, but not limited to, the keeping or depositing on or the scattering over the premises of lumber, junk, trash, debris, or abandoned, discarded, unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers;

(4) Unfit or unsafe dwelling or structure: Any dwelling or structure or any portion thereof, including accessory buildings, which is structurally unsafe, unstable, unsanitary, inadequately provided with exit facilities, constituting a fire hazard, unsuitable or improper for the use or occupancy to which they are put, constituting a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment, dangerous to life or property, or, by reason of fire, age, decay, deterioration, structural defects, improper design, unstable foundation, termites, acts of God or other causes, dangerous to the occupants thereof or to surrounding buildings and the occupants thereof, or a menace to the public health, or a fire hazard, or so unsafe as to endanger life or property or render the use of the public streets dangerous, or otherwise in material violation of the housing, building, electrical, plumbing, mechanical, health or fire codes of the City;

(5) Accumulation of undergrowth: Uses Causing Threat to Public Health and Safety: Any accumulation of lumber, junk, trash, debris, or abandoned, discarded, unused objects, material, equipment, excessive grass, accumulation of weeds, vegetation, undergrowth or other plant life upon any lot, tract, or parcel of real property within the City if such lot, tract, or parcel (i) becomes or could become infested with rodents, vermin, mosquitoes, or other wild animals, or (ii) threatens the public health, safety, and welfare, or (iii) causes or tends to cause substantial diminution in value of other property in the neighborhood.

(6) Excessive growth: Any grass, accumulation of weeds, vegetation, undergrowth, or other plant life on any lot, tract, or parcel within the City which is untended and which exceeds one foot in height on improved property, or exceeds 18 inches in height on unimproved property.

(7) Stockpiling construction material: Any accumulation of construction material including but not limited to crates, lumber, plywood, trusses, joists, nails, bricks, concrete, and sand which is not being used in active construction or the view of which is not blocked by a six (6) feet tall fence. Active construction means construction activity which is continuing from day to day or which is not interrupted by periods of physical inactivity longer than thirty (30) days.

(8) Attractive nuisance: Any attractive nuisance which may prove detrimental to the health or safety of children and others whether in a building, on the premises of a building or upon an unoccupied lot. This includes, but is not limited to: abandoned wells, shafts, basements, excavations, unused ice boxes, refrigerators, abandoned motor vehicles and any structurally unsound fences or structures; lumber, trash, fences, debris, or vegetation such as poison ivy, oak or sumac, which may prove a hazard for inquisitive persons. Abandoned buildings are attractive nuisances when they are unsecured or un-secureable and when by reason of abandonment or neglect they contain unsound walls or flooring, unsafe wiring, fire hazards, or other unsafe conditions as further defined herein. Unsafe conditions may include such neglect of security that opportunities for criminal activity persist to the danger and detriment of the neighborhood.
(9) Physical or unsanitary conditions or conditions so lacking illumination or ventilation as to be dangerous to human life or detrimental to health of persons on or near the premises where the condition exists.

(10) Major or minor violations of this Code which cumulatively impact upon the premises to the point whereby conditions endanger human life or substantially and detrimentally affect the safety or security of occupants, nearby occupants or passers-by.

(11) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings.

(12) Fire hazards.

Unimproved property shall mean land that is not improved property.

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

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

SECTION 4. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.
PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of ____________, 2017.

____________________
MAYOR

ATTEST:

____________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________, 2017.

____________________
MAYOR

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

Posted on pcbgov.com on the ___ day of ____________, 2016.
REGULAR ITEM 10
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
   Police, Fire, Recreation, Library and Roads/Kelly Jenkins

2. MEETING DATE:
   12/08/2016

3. REQUESTED MOTION/ACTION:
   Approve Agreement with ZHA Inc. for the Capital Improvement Plan Professional Services Agreement.

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

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
   Two firms responded to the Capital Plans Improvement Plans RFQ and were found to be fully qualified to do perform the work. A scope was defined and bids for consultant services were opened November 30, 2016 at 2:00 pm. ZHA is the apparent low bid at $280,745.00 with Dewberry Engineers Inc. coming in second at $287,920.00.

   Council may approve the agreement with ZHA with contract amount of $280,745.00 (Exhibit A) as proposed, or direct staff to reduce the scope of the work in order to bring down the costs.

   Upon approval of the final contract with ZHA for the Capital Plan, ZHA’s first task will be to coordinate with staff and PFM to finalize the scope of PFM’s financial modeling work for Front Beach Road for Council’s approval.

   A budget amendment is required for each department impacted and attached as Exhibit B.

   A budget amendment is required for each department impacted and attached as Exhibit B.
RESOLUTION 17-30

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ZHA INCORPORATED RELATED TO PREPARATION OF A CAPITAL IMPROVEMENT PLAN IN THE AMOUNT OF $280,745; ADOPTING A BUDGET AMENDMENT FOR THIS PURPOSE; 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 ZHA Incorporated relating to preparation of Capital Improvement Plan, in the basic amount of Two Hundred Eighty Thousand Seven Hundred Forty Five Dollars ($280,745), 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 (#8) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit A, for the expenditure of funds for the purposes stated herein.

3. This Resolution shall take effect immediately upon passage.

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

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
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND ___
RELATING TO
CAPITAL PLANNING AND O&M COST ESTIMATION

THIS AGREEMENT is made and entered into this ___ day of __________, 2016,
by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation
("City") and ZHA Incorporated, ("Consultant").

PREMISES

1. SCOPE OF PROFESSIONAL SERVICES:

The scope of services has been agreed to by the parties, and is attached hereto and incorporated
herein by reference as Exhibit A. The Consultant shall provide professional Services for the City
in all phases of the Project to which this AGREEMENT applies as hereinafter provided, and shall
do so within the budget established by the City and within the schedule set forth in Exhibit A. The
Consultant shall perform any and all Professional Services in a timely, efficient and cost effective
manner and in accordance with the generally accepted standards of the applicable profession. The
City retains the Consultant to diligently, competently and timely perform the “Professional
Services” in connection with the Project in accordance with the provisions of this Agreement,
applicable state codes and municipal ordinances, and in accordance with the Request for
Qualifications (RFQ), instruction to bidders, bid form, and any and all addenda, modifications and
revisions thereto.

2. COMPENSATION AND PAYMENT:

A. Consultant’s compensation for the services described in the scope of work shall be
as stated in Exhibit A. Hourly compensation shall be determined in increments of one-tenth (1/10)
of an hour.

B. In addition, with prior, written authorization by City, the Consultant shall be
reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation.
The Consultant shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket
costs including sub-consultants (if required). Records of costs incurred under the terms of this
Agreement shall be maintained by the Consultant and made available to the City during the period
of this Agreement, and for one (1) year after the final payment is made. Copies of these documents
and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Consultant shall perform additional work
necessary or convenient to complete the services, and which are mentioned or referenced in this
Agreement. The Consultant shall be entitled to additional compensation unless such work is
required as a result of error, omission, or negligence by the Consultant. The additional
compensation shall be computed by the Consultant on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Consultant's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Consultant in monthly installments as set forth elsewhere in this Agreement.

D. In the event that additional outside services are required due to unforeseen conditions, the Consultant shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Consultant shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Consultant shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Consultant shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Consultant for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Consultant in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Consultant except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which work shall be outstanding, the Consultant shall submit an invoice for services rendered during that month with respect to the work performed, as follows:

1) Where a stipulated sum is specified, the City shall pay Consultant in monthly installments based upon the percentage of satisfactory completion. In support of payment, Consultant shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-involved basis, the City shall pay Consultant monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.
F. The acceptance by the Consultant, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Consultant, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. TERM and SCHEDULE:

A. The term of this Agreement shall commence on the date of execution of this Agreement by the City and continue through approval of the final reports by the City. It is also agreed that the City shall have an option for extension of this Agreement, as necessary to complete the services or to provide additional services.

B. The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the timing or delivery of the Consultant’s Services. If the Consultant has been delayed in completing its Services through no fault or negligence of either the Consultant or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this Agreement, then the Consultant shall promptly notify the City. At the City’s sole discretion, and only upon the previous submittal to the City of evidence of the causes of the delay, the City may grant the Consultant an extension of its Project schedule equal to the period the Consultant was actually and necessarily delayed, subject to the City’s rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

4. CITY’S RESPONSIBILITY:

The City shall furnish the Consultant with all existing data, plans, profiles, and other information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Consultant, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Consultant and the originals returned to the City.

5. CITY’S DESIGNATED REPRESENTATIVE:

It is understood and agreed that the City designates the City Engineer or her designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Consultant, and rendering in writing decisions pertaining thereto
within a reasonable time so as not to materially delay the work of the Consultant.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. CHANGES IN SCOPE:

The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, shall not be binding unless mutually agreed upon by and between the City and the Consultant, and incorporated in written amendments to this Agreement.

7. TERMINATION:

A. The City may terminate this Agreement for cause upon written notice to Consultant if Consultant fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Consultant may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Consultant solely for the reasonable value of the work performed by the Consultant prior to the City’s wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Consultant be entitled to overhead and profit on work not performed.

B. City may terminate this Agreement at any time without cause upon written notice to Consultant. Should the City terminate this Agreement without cause, City shall pay Consultant for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Consultant.

C. Termination must be by mutual agreement of the parties.

8. INDEMNIFICATION:

The Consultant hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant or any person employed or utilized by the Consultant in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), Florida
Statutes. The specific consideration given for the promises of the Consultant set forth in this paragraph is one dollar ($1) in hand paid by the City to the Consultant, receipt whereof is hereby acknowledged and the adequacy of which the Consultant accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

9. INSURANCE:

A. The Consultant shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker’s Compensation: For all of its employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker’s Compensation Statute, the Consultant shall provide Employer’s Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

   Coverage A - Worker’s Compensation - Statutory
   Coverage B - Employer’s Liability - $1,000,000.00

2) Liability: Comprehensive General Liability insurance including, but not limited to:
   a) Independent Contractor’s Liability;
   b) Contractual Liability;
   c) Personal Injury Liability.

   The minimum primary limits shall be no less than $1,000,000 per occurrence / $2,000,000 annual aggregate Personal Injury Liability, and no less than $500,000 Property Damage Liability, or $2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than $1,000,000 Bodily Injury Liability, and no less than $1,000,000 Property Damage Liability, or no less than $1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4) Professional Liability: Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than $1,000,000 per occurrence / $2,000,000 annual aggregate project specific coverage, or in an amount not less than $10,000,000 per claim / $10,000,000 annual aggregate non-project specific,
company-wide coverage.

B. Certificates of Insurance: The Consultant shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

10. NEGOTIATION DATA:

A. The Consultant hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement.

The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this “Certificate” within 1 year following final payment.

C. Contingency Fees: The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the
contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11. OWNERSHIP OF DOCUMENTS:

It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever from (text, graphic, digital or other electronic), prepared or obtained by the Consultant in connection with its services hereunder, and the intellectual property rights associated with all deliverables, shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Consultant shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Consultant. The City shall use reasonable efforts to notify Consultant if it uses the Consultant’s project specific design documentation on any project other than the project described in the Scope of Work and Request for Statements of Qualification.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Consultant’s seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Consultant shall retain sole ownership to its pre-existing computer programs and software.

12. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Consultant shall commence upon execution of this Agreement, and upon written notice to proceed from the City Manager or his designee.

B. The Consultant agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Consultant, and of the details thereof.
C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Consultant which delay the project schedule completion date, the City shall grant to the Consultant in writing an extension of time equal to such delays.

D. The Consultant shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Consultant, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

13. STANDARDS OF CONDUCT:

A. The Consultant covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Consultant agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

14. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

15. ASSIGNABILITY:

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

16. INDEPENDENT CONTRACTOR:

The Consultant is and shall remain an independent contractor and not an employee of the City.
17. CONTROLLING LAW AND VENUE:

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

18. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

19. ATTORNEY'S FEES:

If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

20. NO WAIVER:

No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

21. COOPERATION:

Consultant acknowledges that the process of Consulting and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.
22. MEDIATION:

City and Consultant agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

23. PUBLIC RECORDS:

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Consultant is acting on behalf of City as provided under Section 119.011(2), Consultant agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the City with a copy of the requested records.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, DFLOWLER @PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 31413

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

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

By: ____________________________

Mario Gisbert, City Manager

ATTEST:

Diane Fowler, City Clerk

[Name of consultant]

By: ____________________________

Frederick J Meliin, Jr
President, CEO ZHA Incorporated

WITNESS
PRINT NAME: ____________________________

WITNESS
PRINT NAME: ____________________________
EXHIBIT A
Scope of Services and Fee Schedule
November 30, 2016

Selection Committee
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

RE: SOW Pricing for Capital Planning and O&M Cost Estimation Services

Selection Committee:

ZHA and our sub-consultant, Gortemoller Engineering are pleased to submit our pricing to provide professional services to prepare Capital Planning and O&M Cost Estimation as defined in the November 21, 2016, Invitation to Bid, Capital Improvement Plan Master Agreement, Scope of Work for Task Order No. 1.

We understand the process to determine which consultant will be most beneficial to the City is unique and commend the effort to make the bid process as comparative as possible. As you review the proposals, we will be available to answer any questions that may provide more clarity as to what is being proposed and the value of the proposed services. While it wasn’t requested, we did provide the estimated total number of man-hours to perform the services. This is based on experience completing the scope of work and preparing comprehensive CIPs. We are available to review the detailed breakdown of the hours in person, if desired.

We trust that when the City reviews our pricing along with the qualifications previously submitted, they will recognize we are the most qualified and experienced firm for this assignment and offer the greatest value to perform the request services for the City. We look forward to the opportunity to work with you to make this a successful project.

Thank you for your consideration.

Sincerely:

Frederick J. Mellin Jr.
President/CEO
City of Panama City Beach  
November 21, 2016, Invitation to Bid  
Capital Improvement Plan Master Services Agreement

Bid Sheet for Task Order No. 1

1. ACTIVITIES:
   a. Project Kick-Off Meetings $20.10
   b. Coordinate with other consultant(s) Development of FBR CRA financial model $29.60
   c. Data Collection $71.20
   d. General Assessment $26.00

2. EXISTING FACILITIES ASSESSMENT:
   b. Deficiency Report $22.00
   c. Draft Report $7.40
   d. Substantially Complete Report $45.00
   e. Final Report $3,060

3. ROADS ASSESSMENT:
   a. Roadway Assessment Surveys
      i. Residential $29.60
      ii. Non-Resid, Non-Tourist $43.90
      iii. Tourist, Non CRA $15.20
   b. Existing Pavement Surveys, Non CRA $6.16
   c. Drainage assessment, Non CRA $3.25

4. FBR AND CRA PROGRAM:
   a. Assessment of all completed FBR CRA Projects, Including Connectors and Segment 2. $6,930
   b. Assessment of uncompleted segments of FBR that DOT intends to transfer to City $5,140
   c. Assessment of uncompleted CRA Connectors $4,855
   d. Draft Report $10,440
   e. Final Report $4,280

5. MODEL ESTIMATES AND BUDGETS
   a. Police $6,190
   b. Fire $6,190
   c. Recreation $16,550
   d. Library $3,810
   e. O&M Roads, Non CRA $8,180

Sub-total 1. $14,630
Sub-total 2. $61,200
Sub-total 3. $44,910
Sub-total 4. $32,245

Total $214,190
f. CRA roads
   i. O&M model for re-developed
      Segments, prior and future:
         1. FBR profile A
         2. FBR profile B
         3. Connector profile A
         4. Connector profile B
         \$2,650

   ii. Cost model to redevelop FBR
        Segments (future):
         1. FBR profile A
         2. FBR profile B
         3. Connector profile A
         4. Connector profile B
         \$2,650

   iii. O&M model for existing FBR
        segments and existing CRA
        connectors at current standards
        prior to redevelopment:
         1. FBR profile A
         2. FBR profile B
         3. Connector profile A
         4. Connector profile B
         \$2,650

6. REVIEW ALL ASSESSMENTS AND COST MODELS
7. ALTERNATIVE DEVELOPMENT AND ANALYSIS (ALL MODELS)
8. PRESENT PROPOSED DRAFT CIP
9. PRESENT SUBSTANTIALLY COMPLETE CIP
10. DOCUMENT FINAL CIP

Sub-Total 5. \$48,770

TOTAL FIXED FEE \$287,450

11. ATTACH HOURLY RATES FOR ADDITIONAL AUTHORIZED SERVICES (\_\_\_ SHEETS).

   ZHA

   By  

   Title: PRESIDENT/CEO

Note: Consultant reserves the right to reallocate fee for each of numbered tasks 1-5, Inclusive, between sub-tasks listed in the respective, numbered task.
## City of Panama City Beach
### November 21, 2016 Invitation to Bid
#### Capital Improvement Plan Master Services Agreement
##### Bid Sheet for Task Order No. 1
ZHA Incorporated and Gortemoller Engineering, Inc.

### Professional Services

<table>
<thead>
<tr>
<th>Activities</th>
<th>Cost For Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. City Manager and Key Department Heads 1-meeting</td>
<td>$2,010.00</td>
</tr>
<tr>
<td>b. City Council-Individual Meetings</td>
<td>$2,900.00</td>
</tr>
<tr>
<td>c. Data Collection</td>
<td>$7,120.00</td>
</tr>
<tr>
<td>d. General Assessment</td>
<td>$2,800.00</td>
</tr>
<tr>
<td><strong>Sub-Total 1.</strong></td>
<td><strong>$14,830.00</strong></td>
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</table>

### Existing Facilities Assessment

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost For Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Condition Report/Facility Cost Model</td>
<td>$24,840.00</td>
</tr>
<tr>
<td>b. Deficiency Report</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>c. Draft Report</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>d. Substantially Complete Report</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>e. Final Report</td>
<td>$3,080.00</td>
</tr>
<tr>
<td><strong>Sub-Total 2.</strong></td>
<td><strong>$51,200.00</strong></td>
</tr>
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</table>

### Roads Assessment

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost For Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Roadway Assessment Survey Field Services (Residential, Non-Residential, Tourist [Non-CRA Roads])</td>
<td></td>
</tr>
<tr>
<td>i. Residential</td>
<td></td>
</tr>
<tr>
<td>ii. Non-Residential, Non Tourist</td>
<td></td>
</tr>
<tr>
<td>iii. Tourist, Non CRA</td>
<td></td>
</tr>
<tr>
<td>Subtotal (i-iii)</td>
<td>$29,900.00</td>
</tr>
<tr>
<td>b. Existing Pavement Surveys, Non-CRA</td>
<td>$4,380.00</td>
</tr>
<tr>
<td>c. Drainage Assessment, Non-CRA</td>
<td>$1,520.00</td>
</tr>
<tr>
<td>d. Draft Report</td>
<td>$8,180.00</td>
</tr>
<tr>
<td>e. Final Report</td>
<td>$3,250.00</td>
</tr>
<tr>
<td><strong>Sub-Total 3.</strong></td>
<td><strong>$44,910.00</strong></td>
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### FBR and CRA Program

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost For Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Assessment of all completed FBR CRA Projects including connectors and Segment 2 (Field Services-Improved Roads)</td>
<td>$6,930.00</td>
</tr>
<tr>
<td>b. Assessment of uncompleted segments of FBR that DOT intends to transfer to City (Field Services-Improved Roads)</td>
<td>$5,740.00</td>
</tr>
<tr>
<td>c. Assessment of uncompleted CRA Connectors</td>
<td>$4,355.00</td>
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<tr>
<td>e. Final Report</td>
<td>$4,280.00</td>
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<td><strong>Sub-Total 4.</strong></td>
<td><strong>$32,244.00</strong></td>
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### Model Estimates and Budget

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost For Activity</th>
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<tbody>
<tr>
<td>a. Police</td>
<td>$8,190.00</td>
</tr>
<tr>
<td>b. Fire</td>
<td>$6,190.00</td>
</tr>
<tr>
<td>c. Recreation</td>
<td>$16,650.00</td>
</tr>
<tr>
<td>d. Library</td>
<td>$3,710.00</td>
</tr>
<tr>
<td>e. O&amp;M Roads, Non CRA</td>
<td>$8,190.00</td>
</tr>
</tbody>
</table>

### AGENDA ITEM #
<table>
<thead>
<tr>
<th>AGENDA ITEM #</th>
<th>11 Attached Hourly Rates for Additional Authorized Services (1 Sheet).</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Frederick J. Mellin, Jr</td>
</tr>
<tr>
<td></td>
<td>President/CEO</td>
</tr>
<tr>
<td></td>
<td>ZHA Incorporated</td>
</tr>
<tr>
<td></td>
<td>30-Nov-16</td>
</tr>
<tr>
<td></td>
<td>Note: Consultant reserves the right to reallocate fee for each of the numbered tasks 1-6, inclusive, between sub-tasks listed in the respective numbered tasks.</td>
</tr>
</tbody>
</table>
## CITY of PANAMA CITY BEACH

Capital Improvement Plan Master Services Agreement

<table>
<thead>
<tr>
<th>ZHA Incorporated Team Role Description</th>
<th>2017 Hourly Rates</th>
<th>Gortemoller Engineering Team Role Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Executive/Principle</td>
<td>$190.00</td>
<td>Principal</td>
<td>$165.00</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$175.00</td>
<td>Sr. Engineer</td>
<td>$145.00</td>
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<tr>
<td>Project Manager</td>
<td>$150.00</td>
<td>Professional Engineer</td>
<td>$125.00</td>
</tr>
<tr>
<td>Sr. Engineer</td>
<td>$145.00</td>
<td>Project Engineer</td>
<td>$110.00</td>
</tr>
<tr>
<td>Engineer</td>
<td>$135.00</td>
<td>Project Manager</td>
<td>$125.00</td>
</tr>
<tr>
<td>Architect/Planner</td>
<td>$125.00</td>
<td>Engineer</td>
<td>$85.00</td>
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<tr>
<td>Cost Estimator</td>
<td>$110.00</td>
<td>Inspector</td>
<td>$75.00</td>
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<tr>
<td>Admin. Asst.</td>
<td>$65.00</td>
<td>Admin. Asst.</td>
<td>$45.00</td>
</tr>
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</table>
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. ___________ DATE ___________

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND _____________ RELATING TO [ ] SERVICES dated _______ , 201__, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to __________________________.__

Engineer's total compensation shall be (check one):

____ a stipulated sum of $_________; or

____ a stipulated sum of $_________; plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of $_________ for ____________________________, and

Allowance of $_________ for ____________________________; or

____ a fee determined on a time-involved basis with a maximum cost of $__________;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on ________, 20__, and shall be completed within ________ calendar days. The date of completion of all work is therefore ___________, 201__. Liquidated delay damages, if any, are set at the rate of $_______ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:
__________________________

By: ______________________ Date: ____________

__________________________

City Clerk

__________________________

CITY OF PANAMA CITY BEACH, FLA.

By: ______________________ Date: ____________

City Manager

PCB / ZHA
CRA/City Capital Plan
Page 13 of 13 Pages
CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10

<table>
<thead>
<tr>
<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</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>001-1300-513.31-60</td>
<td>Professional Services Other</td>
<td>15,000.00</td>
<td>9,200.00</td>
<td>24,200.00</td>
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<tr>
<td>TO</td>
<td>001-2101-521.31-60</td>
<td>Professional Services Other</td>
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<td>23,100.00</td>
<td>68,100.00</td>
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<td>TO</td>
<td>001-2200-522.31-60</td>
<td>Professional Services Other</td>
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<td>27,700.00</td>
<td>43,700.00</td>
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<td>TO</td>
<td>001-4100-541.31-60</td>
<td>Professional Services Other</td>
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<td>81,700.00</td>
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<td>TO</td>
<td>001-7100-571.31-60</td>
<td>Professional Services Other</td>
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<td>10,200.00</td>
<td>20,450.00</td>
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<td>TO</td>
<td>001-7201-572.31-60</td>
<td>Professional Services Other</td>
<td>20,000.00</td>
<td>35,400.00</td>
<td>55,400.00</td>
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<tr>
<td>FROM</td>
<td>001-6100-999.96-00</td>
<td>Reserves Available for Expenditures</td>
<td>12,471,858.00</td>
<td>(185,300.00)</td>
<td>12,286,558.00</td>
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<tr>
<td>CRA</td>
<td>160-5901-559.31-60</td>
<td>Professional Services Other</td>
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<td>50,400.00</td>
<td>175,900.00</td>
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<tr>
<td>FROM</td>
<td>160-5901-559.95-00</td>
<td>Reserves Restricted</td>
<td>12,521,420.00</td>
<td>(50,400.00)</td>
<td>12,461,020.00</td>
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<td>PIER</td>
<td>402-7500-575.31-60</td>
<td>Professional Services Other</td>
<td>5,000.00</td>
<td>14,200.00</td>
<td>19,200.00</td>
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<td>FROM</td>
<td>402-7500-575.96-00</td>
<td>Reserves Available for Expenditures</td>
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<td>229,178.00</td>
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<td>AQUATIC CENTER</td>
<td>403-0000-572.31-60</td>
<td>Professional Services Other</td>
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<td>21,300.00</td>
<td>26,300.00</td>
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<td>FROM</td>
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<td>Reserves Available for Expenditures</td>
<td>86,008.00</td>
<td>(21,300.00)</td>
<td>64,708.00</td>
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</tbody>
</table>

Check Adjustment Totals: 25,556,414.00 0.00 25,556,414.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To appropriate funds from reserves for ZHA Capital Improvement Plan study (various funds and departments)

ROUTING FOR APPROVAL

DEPARTMENT HEAD DATE CITY MANAGER DATE

FINANCE DIRECTOR DATE

BF 10 12/20/2018 2:23 AM
**Allocation of Capital Improvement Plan Costs for Purposes of Budget Amendment**

In order to determine the allocation of the cost associated with the capital improvement plan proposal submitted by DHA, I have utilized the bidding sheet completed by the consultant which reflects estimated costs associated with the various tasks included in the study. The allocations among various departments within the fund were made based upon staff's knowledge of the capital facilities maintained in any particular area. The attached allocation worksheet represents a reasonable method of apportioning costs and has been utilized to prepare the budget amendment.

<table>
<thead>
<tr>
<th>Used for allocation of Item 2 below</th>
<th>Allocable</th>
<th>GENERAL FUND</th>
<th>PIER</th>
<th>CIP CENTER</th>
<th>TOTAL</th>
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<tbody>
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<td>Professional Services</td>
<td>14,630.00</td>
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<tr>
<td>1 Activities - meetings with staff and Council members, data collection and general assessment</td>
<td>6,120.00</td>
<td>9,180.00</td>
<td>12,240.00</td>
<td>3,060.00</td>
<td>15,300.00</td>
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<tr>
<td>2 Existing Facilities Assessment</td>
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<td>6,190.00</td>
<td>8,180.00</td>
<td>3,710.00</td>
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<td>3 Roads Assessment</td>
<td>44,910.00</td>
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<tr>
<td>4 FBA and CRA Program</td>
<td></td>
<td></td>
<td>32,245.00</td>
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<td></td>
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<tr>
<td>5 Model Estimates and Budgets</td>
<td>6,120.00</td>
<td>9,180.00</td>
<td>12,240.00</td>
<td>3,060.00</td>
<td>15,300.00</td>
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<td>6 Review All Assessments and Costs Model</td>
<td>2,050.00</td>
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<td>7 Alternate Development and Analysis</td>
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<tr>
<td>8 Present Proposed Draft CIP</td>
<td>12,190.00</td>
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<tr>
<td>9 Present Substantially Complete CIP</td>
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<tr>
<td>10 Document Final CIP</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expenses</td>
<td>4,300.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>93,620.00</td>
<td>61,200.00</td>
<td>15,370.00</td>
<td>18,430.00</td>
<td>53,090.00</td>
</tr>
</tbody>
</table>

Allocable costs spread among various funds and departments based upon percentages at right:

<table>
<thead>
<tr>
<th></th>
<th>GENERAL</th>
<th>CRA</th>
<th>PIER</th>
<th>AQUATIC CTR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal</strong></td>
<td>93,620.00</td>
<td>193,300.00</td>
<td>60,400.00</td>
<td>14,200.00</td>
</tr>
</tbody>
</table>

**Rounded**