

ORDINANCE NO. 1390

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATING TO ELECTRIC UTILITY FRANCHISE; PROVIDING DEFINITIONS; PROVIDING FOR THE GRANTING OF FRANCHISE; PROVIDING FOR RIGHT TO OPERATE; PROVIDING FOR LIMITS ON FRANCHISE; PROVIDING FOR TERM OF FRANCHISE; PROVIDING FOR CONSIDERATION; PROVIDING FOR TRANSFERABILITY; PROVIDING FOR FORFEITURE OF FRANCHISE; PROVIDING FOR TERMINATION OF GRANT BY INSOLVENCY OR BANKRUPTCY; PROVIDING HOLD HARMLESS AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REVIEW AND REVISION OF FRANCHISE PROVISIONS; PROVIDING FOR OTHER FRANCHISES; PROVIDING FOR SUCCESSORS AND ASSIGNS; PROVIDING FOR RATES, RULES AND REGULATIONS; PROVIDING FOR PROPER OPERATION; PROVIDING FOR INTERRUPTION OF SERVICE; PROVIDING FOR REPEALING CLAUSE; PROVIDING FOR SURRENDER OF RIGHTS; PROVIDING FOR WRITTEN ACCEPTANCE BY GRANTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high-quality and reliable electric service; and

WHEREAS, the City of Panama City Beach finds it in the public interest to provide that any entity granted authority to use the public rights-of-way for the provision of electricity shall, in a spirit of mutual trust, from time to time, review and negotiate the rights and obligations of the provider of electricity within the boundaries of the City, because of the overriding public health, safety and welfare considerations associated with the provision of this service; and

WHEREAS, the City of Panama City Beach finds it in the public interest to retain control over the use of public rights-of-way by providers of electricity to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right-of-way space and to protect the public investment of right-of-way property; and

WHEREAS, the City of Panama City Beach finds that the granting of this franchise is the best means of assuring that the above-described interests of the City are promoted; and

WHEREAS, the use of the public rights-of-way as contemplated by this franchise is a valuable commodity, the income from which is critical to the City of Panama City Beach due to its limited sources of revenue; and

WHEREAS, the best method to determine and charge the fair rental value of the public rights-of-way is as a percentage of the franchisee's gross revenue because the value of the rights-of-way is a direct function of the revenue that the franchisee generates from using the rights-of-way; and

WHEREAS, the City finds that a franchise fee of five percent (5%) is fair based upon the low dollar amount of fees paid to the City in recent years and a survey of market rates in neighboring cities; and

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

SECTION 1. Definitions. For the purpose of this ordinance, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning.

- A. "Commencement Date" shall mean _____, 2016.
- B. "Corporate Limits" shall mean the Corporate Limits of the Grantor as said limits are now established or as such limits may hereafter be extended or reduced.
- C. "Customer" or "Consumer" shall mean any Person, firm, partnership, association, corporation, company or organization of any kind served by the Grantee within the franchise area.
- D. "Electric Utility Service" shall include all sales of electricity to all classes of Customers within the Corporate Limits; all administrative charges associated with the sale of electricity to all Customer classes located within the Corporate Limits which shall include, but not be limited to: connection charges, reconnection charges, insufficient funds charges, restoration charges, temporary service fees; ancillary or unbundled electric services provided to all Customer classes within the Corporate Limits when sold separately from kWh which shall include, but not be limited to: reactive supply and voltage control, scheduling, system control and dispatch, regulation and frequency response, energy imbalance, operating reserves, supplemental reserves, and spinning

reserves; and transmission and distribution when sold separately from kWh to any Person located within the Corporate Limits.

E. “Electric Utility System” is an electric power system installed and operated in the franchise area in compliance with applicable Federal Energy Regulatory Commission (FERC) and Florida Public Service Commission (FPSC) rules and regulations, for the transmission and distribution of electrical energy, which shall include all transmission and distribution facilities, equipment and administrative services necessary or convenient to provide electric service to Customers within the franchise area for any use, and such extensions, additions or reductions as may hereafter be made.

F. “Franchise Area” shall mean the geographic, Corporate Limits of the Grantor as those limits may change from time to time.

G. “Grantee” shall mean Gulf Power Company, its successors and assigns.

H. “Gross Revenue” shall mean all sums of money which the Grantee receives or becomes lawfully entitled to receive from (1) the provision of Electric Utility Service or (2) the use of the Electric Utility System within the Franchise Area by any Person not holding at the time of such use a franchise from the Grantor granting such Person the right to use and occupy the Rights-of-way within the Corporate Limits of the Grantor.

I. “Grantor” shall mean the City of Panama City Beach, Florida, its successors and assigns.

J. “Person” shall mean any Person, firm, partnership, association, corporation, company or organization of any kind.

K. “Public Places” shall mean any place to or upon which the public resorts or travels, whether such place is owned or controlled by the Grantor, the state, or is a place to or upon which the public resorts or travels by custom or by invitation, express or implied, but excluding any park, recreational area or festival ground owned or controlled by the Grantor unless Grantor shall by separate written instrument include such area within this franchise.

L. “Retail Wheeling” is the use of Grantee’s transmission, distribution and associated facilities to deliver electricity purchased by end use Customers located within the Grantor’s Franchise Area from electric suppliers other than the Grantee.

M. “Right-of-way” shall mean streets, alleys, and Public Places, as defined herein.

N. “Street” and “Alley” shall mean the entire width subject to an easement for public right-of-way, or owned in fee by the Grantor, county or state, or every way or place, of whatever nature, whenever any part thereof is open to the use of the public as a

matter of right for purposes of public travel. The word “Alley” shall mean any such way or place providing a secondary means of ingress and egress from a property.

SECTION 2. Grant of Franchise.

A. In consideration of the benefits that will accrue to the Grantor and the inhabitants thereof, Grantee, a corporation organized under the laws of the State of Maine, and authorized to do business in the State of Florida, its successors and assigns as provided herein, is hereby granted the right, easement and privilege to construct, erect, own, suspend, install, extend, renew, repair, maintain, operate and conduct within the Corporate Limits, a plant or plants and poles, wires, cables, underground conduits, manholes, fiber optic cable for its own use, and all other facilities and equipment necessary for the maintenance and operation of its Electric Utility System, provided that all portions of the Electric Utility System within the Corporate Limits shall conform to the provisions of the National Electrical Safety Code and other applicable federal and state statutes, rules and regulations.

B. This grant of authority is limited to the provisions by Grantee of Electric Utility Services. In the event Grantee desires to use its existing facilities, or construct new facilities, in order to provide basic local telecommunications service, nonbasic telecommunications service, local interconnection, network access service, internet access service, leased fiber optic capacity, video programming service or any services utilizing Rights-of-way, other than Electric Utility Services, to existing or potential Customers, Grantee must obtain additional and separate permission from the Grantor for such activities prior to their commencement.

C. The easements herein granted apply in, over, under, along, upon and across all Streets, bridges and Public Places as they now exist or as they may hereafter be laid out, reduced or extended with the Corporate Limits.

D. Grantor retains the right to purchase or generate electric power for its own purposes.

E. The Electric Utility System shall be located or relocated, erected or operated, so as to interfere as little as possible with vehicular or pedestrian traffic over, along and across said public Streets, bridges and Public Places, and with reasonable egress and ingress to and between abutting and adjoining property.

F. Grantee shall have the authority to trim trees upon and overhanging Streets (including sidewalks and driveway entrances), Alleys and Public Places of the Grantor so as to prevent the branches of the trees from coming into contact with the wires and cables of the Grantee, provided that all trimming is done in compliance with the National Electric Safety Code and at the expense of the Grantee.

G. The right to use and occupy Rights-of-way for the purposes set forth herein shall be non-exclusive, and the Grantor reserves the right to grant a similar use of

said rights-of-way to any Person at any time during the term of this franchise so long as such grant does not materially and adversely impact Grantee's right to use and occupy those same rights-of-way.

H. In exchange for this grant of franchise, Grantee hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

SECTION 3. Limits of Franchise. This franchise covers the geographical area of the entire Corporate Limits of the City of Panama City Beach, Florida. Grantee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area. Grantee hereby agrees to provide service to any and all areas that may be annexed to the Grantor under the same terms and conditions of this ordinance as the current areas now covered by this franchise. If Grantor approves any Franchise Area expansion or reduction by annexation or contraction, Grantor will provide written notice to the Grantee. Grantee must revise its payments due to any expansion or reduction by annexation or contraction within a reasonable time after notice by Grantor, but no later than sixty (60) days after receipt of notice.

SECTION 4. Term of Franchise - Right to Purchase.

A. The franchise granted by this Ordinance shall exist, and continue in full force and effect for a period of two (2) years commencing on the Commencement Date, and as a condition precedent to the taking effect of this grant, Grantor does hereby reserve and the Grantee gives and grants to the said Grantor the right, upon termination of this franchise by lapse of time or otherwise, to purchase the Electric Utility System and other property within the Franchise Area necessarily or conveniently used under or in connection with the franchise hereby granted, or such part of such property as the Grantor may desire to purchase at a value to be fixed in accordance with the provisions of Section 180.16, Florida Statutes, as amended from time to time.

B. In the event that either appropriate state and federal governmental entities authorize or require, or Grantee on its own initiative engages in: (1) Retail Wheeling or Customer choice of electric supplier; or (2) the unbundling and separate pricing of the generation, transmission or distribution of Electric Utility Service(s), then either party may reopen all provisions of this ordinance upon thirty (30) days written notice to the other. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court of Bay County, Florida, for declaratory relief as to the proper terms and conditions of this franchise for the full remainder of the franchise term in light of the changed circumstances. In determining such terms and conditions the Court shall consider and compare (1) the original terms and conditions of this franchise in light of the regulatory and economic conditions obtaining at the time this franchise was made with (2) the regulatory and economic conditions obtaining at the time of the Court's ruling, and seek to achieve as nearly as practicable the public purposes, including the generation of revenue to the Grantor, intended when this franchise was made.

C. Each party shall bear its own costs in a proceeding described in Paragraph B of this section. During the pendency of any negotiations pursuant to the reopener, or any declaratory action, the current franchise payment as set forth in Section 5 shall continue to apply. Should different terms and conditions be negotiated or imposed as a result of court decision, these new terms and conditions shall apply retroactively to the first full month following the date this Ordinance is reopened and the parties shall balance their accounts accordingly.

D. Under any event, Grantor shall not grant more favorable treatment to other suppliers of electricity than is granted to Grantee under this Ordinance, it being the intent of the parties that no future provider of Electric Utility Service to end users located within the Corporate Limits of the Grantor be given a competitive advantage over the Grantee.

SECTION 5. Franchise Consideration.

A. As a further consideration for the granting of the rights, privileges and franchises hereby granted and the use of the public Right-of-way, and to defray the cost of administering the provisions of this franchise, the Grantee, its successors and assigns, shall pay to the City of Panama City Beach within twenty (20) days after the first day of each calendar month, a franchise fee of five percent (5%) of Grantee's Gross Revenue during the preceding calendar month. The monthly payment may be made by wire transfer. Any monthly payment or any portion thereof received ten (10) days or more after the due date shall be subject to interest at the rate of ten percent (10%) per annum until all payments are paid in full.

SECTION 6. Transferability. The Grantee shall give ninety (90) days written notice of any sale or transfer of any portion of its plant or system to another, or transfer of any rights under this franchise to another. No such sale or transfer shall be effective until the vendee, assignee or lessee has filed with the Grantor an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this franchise, and agreeing to perform all the conditions thereof. Such assignment, sale or transfer shall not relieve Grantee of its obligation to fully comply with all of the provisions, terms and requirements of this franchise.

SECTION 7. Forfeiture of this Franchise. Failure by the Grantee to comply, in any substantial respect with any of the provisions, terms or requirements of this franchise shall result in a forfeiture. Notice of breach of the franchise shall be given to the Grantee in writing within thirty (30) days from the discovery of the breach, and Grantee shall be given thirty (30) days from the date of the notice to cure the breach or to make substantial progress acceptable to the Grantor toward cure. If the breach is not cured in accord with the provisions above, forfeiture shall be effective upon a finding by a court of competent jurisdiction that Grantee has substantially breached any of the provisions, terms or requirements of this franchise. Both the Grantor and Grantee reserve the right of appeal of such court findings. During the pendency of any court proceeding this franchise shall

remain in effect. The Grantee shall have one (1) month after the final determination of the question to make restitution or make good the default or failure or to make substantial progress acceptable to the Grantor before forfeiture shall result.

SECTION 8 Termination of Grant by Insolvency or Bankruptcy of Grantee. In the event of a final adjudication of bankruptcy of the Grantee under Title 11 of the United States Code, the Grantor shall have full power and authority to terminate, revoke and cancel any and all rights granted under the provisions of this franchise.

SECTION 9 Indemnification, Liability and Insurance.

A. The Grantee agrees by the acceptance of this franchise to indemnify, keep and save the Grantor, its council members, officers, boards, agents, and employees, free and harmless, and defend, from and against all liability and expense, including reasonable attorney's fees, in connection with or on account of any and all claims whatsoever for injuries, harm or damage to Persons or property arising out of or associated with (i) the construction, maintenance, repair or operation of its Electric Utility System or its provision of Electric Utility Service, or (ii) any act or omission of Grantee, its servant, employee or agent, or (iii) the failure of Grantee, its servant, employee or agent, to comply with the provisions of any federal, state or local statute, ordinance or regulation applicable to Grantee in its business hereunder, or (iv) the employment by Grantee of any Person in its business hereunder, or (v) any act or omission by or on behalf of Grantee's right to do business.

B. Grantee shall maintain throughout the term of this franchise sufficient financial resources to provide self insurance insuring the Grantor and Grantee with regard to all damages set forth in Paragraph A of this Section, in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a Person; \$3,000,000 for bodily injury or death resulting from any one accident.
- (ii) \$50,000 for property damage resulting from any one accident.
- (iii) \$1,000,000 for all other types of liability.

C. It is acknowledged by Grantor that Grantee provides its own liability insurance, i.e., Grantee is self-insured. Grantee must submit on an annual basis documentation that clearly demonstrates that it has accumulated sufficient financial resources in order to provide insurance coverage as indicated in Paragraph B of this Section.

D. Nothing contained herein shall be construed to waive Grantor's immunity from liability under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 10. Severability. Should any section or provision of this Ordinance, or any portion thereof, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid; provided, however, the Grantor may elect to declare that the entire agreement is invalidated if the portion declared invalid is, in the judgment of the Grantor, an essential part of this Ordinance, including without limitation, the obligation of Grantee to pay in full the Franchise Fee.

SECTION 11. Review and Revision of Franchise Provisions. Either party may from time to time request a review of any or all other provisions of this franchise, and the parties by mutual agreement may revise or add any provision.

SECTION 12. Other Franchises. Upon request of the Grantor, Grantee shall furnish Grantor a copy of all other municipal and county franchises that it has been granted from time to time during the term of this franchise, unless prohibited by law.

SECTION 13. Successors and Assigns. Whenever in this Ordinance either the Grantor or the Grantee is named or referred to, it shall be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein conferred shall bind and insure to the benefit of such successor, successors or assigns of the Grantor, or of the Grantee as herein provided.

SECTION 14. Rate, Rules, and Regulations.

A. The Grantee shall provide electric energy and power service within the limits of this franchise on reasonable terms and conditions at just, reasonable and nondiscriminatory rates to all who request said service during the term of this franchise and thereafter, as required by law or by July constituted public regulatory body.

B. The Grantee shall file with the Grantor and keep current a complete set of rules and regulations and a complete set of tariffs and rate schedules under which Electric Utility Service is provided under this franchise. Grantee shall furnish the Grantor a copy of its annual report to its stockholders as soon as it is produced.

SECTION 15. Proper Operation. Grantee's poles, towers, conduits, cables, conductors, transforming stations, generating stations, fittings, appliances and appurtenances shall be constructed in accordance with good engineering practices and so as not to unreasonably interfere with the proper use and appearance of the Streets, bridges and Public Places in the Franchise Area and shall be maintained in reasonably good condition and repair.

SECTION 16. Excavation, Maintenance and Restoration.

A. Whenever the Grantee shall cause any opening or alteration to be made in any of the Streets, bridges or Public Places within the Franchise Area for the purpose of installing, maintaining, operating or repairing any poles, towers, conduits, cables or other

appliances, the work shall be completed at Grantee's expense within a reasonable time and the Grantee shall, upon the completion of such work, restore such portion of the Streets, bridges or other Public Places to as good or better condition as it was before the opening or alteration was so made, including landscaping and all other improvements, and will promptly remove any debris. Should the Grantee fail to complete restoration after seven (7) days' notice provided in writing by the Grantor to Grantee, the Grantor may repair such portion of the Street or other public place that may have been disturbed by the Grantee, and the cost shall be charged to the Grantee.

B. No provisions of this Ordinance shall be construed to prohibit Grantor from imposing permitting for excavation, maintenance and restoration projects by Grantee, and requiring adequate security therefore, to assure appropriate planning, construction, completion and restoration of such projects.

SECTION 17. Interruption of Service. In the event the supply of electric energy should be interrupted or fail by reason of any cause beyond the control of the Grantee, the Grantee shall, at its own expense, restore the service within a reasonable time and such interruption shall not constitute a breach of this franchise nor shall the Grantee be liable for any loss or damages by reason of such interruption or failure. Failure to restore service within a reasonable time shall be a material breach of this franchise. Any substantial outage caused by the neglect or willful act of Grantee shall be a material breach of this franchise.

SECTION 18. Applicable Regulations. The franchise granted by this Ordinance is subject to the terms and conditions of all applicable provisions of the codes, law, rules and regulations of the Grantor, the State of Florida, and the United States Government.

SECTION 19. Accounting: Audit, Inspection.

A. Grantee shall keep an accurate set of books and records reflecting the Gross Revenue derived under and pursuant to the franchise rights herein granted for a period of five years. Said books and records shall reflect, in addition to information normally reflected pursuant to standard accounting and procedures, the name and service address of each Customer, dates of commencement and termination of services, the service charge and any other charges thereto, the billings and billing dates and the receipt of revenues. Any special contracts entered into between the Grantee and any Customer receiving Electric Utility Services within the Corporate Limits shall also be provided in their entirety for the purposes of the audit.

B. Grantor may cause, upon reasonable notice, an audit to be made of the books and records of Grantee in order to determine whether or not the franchise fees paid are the same as those required thereby. The omission by the Grantor to exercise its rights to any audit at any time shall not constitute a waiver of such right. In the event Grantor elects to exercise its right of audit, Grantor shall provide to Grantee written notice of such election at least forty-eight (48) hours in advance of the time of such audit. Grantor shall

have the right to select auditors to make the audit and the audit shall be made at Grantor's expense. Grantee shall make available to the auditor such Personnel and records as the Grantor may in its reasonable discretion request in order to complete such audit, and shall make no charge to the Grantor therefor. Such audits shall be conducted during regular business hours.

C. Grantor shall have the right to inspect the books, records, maps, plans and other like materials of Grantee related to its operations in the service area at any time during normal business hours.

D. Upon request by the Grantor, but no less than annually, the Grantee will prepare a statement of its estimate of Grantee's revenue by revenue account for the period covered by the statement signed by an authorized representative of the Grantee, in such reasonable form and detail as Grantor may from time to time prescribe, sufficient to show the source and method of calculation of Grantee's revenue. The acceptance of any statement or payment shall not estop the Grantor from asserting that the amount paid is not the amount due or from recovering any deficit by any lawful proceeding, including interest.

SECTION 20. Repealing Clause. All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed to the extent of such conflict.

SECTION 21. Surrender of Rights. As a further consideration for the granting of the rights, privileges and franchises granted hereby, Grantee surrenders all rights, privileges and franchises heretofore granted by the Grantor for any of the purposes stated in Section 2 of this Ordinance and now enjoyed by Grantee in the Franchise Area; provided, however, that such surrender shall not be effective unless and until this Ordinance shall be finally adopted and in effect and the rights, privileges and franchises granted hereby shall be validly in force and effect.

SECTION 22. Attorney's Fees and Expenses. Except as otherwise provided herein, Grantor and Grantee hereby agree that if litigation becomes necessary to enforce any of the obligations, terms and conditions of this franchise, the prevailing party shall be entitled to recover a reasonable amount of attorneys' fees and court costs, including fees and costs on appeal, from the non-prevailing party, except as provided in Paragraph 4.C.

SECTION 23. Governing Law and Venue.

A. The rights and privileges granted to Grantee by this franchise shall be at all times subordinate and inferior to the rights of the public in and to the ordinary use of Grantor's Right-of-way and nothing in this franchise shall be considered as a surrender by Grantor of its right and power to use and relocate the use of its Right-of-way.

B. This franchise shall be governed by the laws of the State of Florida and applicable federal laws.

C. In the event that any legal proceeding is brought to enforce the terms of this franchise, the same shall be brought in Bay County, Florida, or, if a federal claim, in the U.S. District Court in and for the Northern District of Florida.

SECTION 24. Notices. Except in exigent circumstances (in which case notice by telephone and facsimile shall be attempted), all notices by either Grantor or Grantee to the other shall be made by either depositing such notice in the U.S. Mail, Certified Mail, return receipt requested or by facsimile. Any notice served by Certified Mail, return receipt requested, shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this Section shall mean Monday through Friday, Grantor and Grantee observed holidays excepted. All notices shall be addressed as follows:

To Grantor:

City Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach FL 32413

To Grantee:

General Counsel
Gulf Power Company
P.O. Box 1151
Pensacola FL 32520-0300

Notice shall be given as required by the terms of this franchise and for all other emergencies. Notice shall be provided to the above-named addresses unless directed otherwise in writing by Grantor or Grantee.

SECTION 25. Non-Waiver Provision. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms provisions of this franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 26. Meters. Grantee shall install and maintain, free of charge (unless a customer requests a special meter and a separate charge for that meter is permitted by the Florida Public Service Commission), meters and any other device useful or convenient for measuring current or services sold under this franchise, and shall have free access to the premises of the Consumer, from time to time, for the purpose of reading, repairing, testing and maintaining such meters or other devices and their appurtenances. Such meters, devices, and appurtenances shall remain the property of the Grantee.

SECTION 27. Undergrounding. Upon request, the Grantee shall submit to Grantor estimates of the price differential, if any, between above ground and underground distribution lines currently installed, or projected to be installed, within the Corporate Limits. The party requesting undergrounding shall be responsible for payment of a

reasonably calculated price differential, with the Grantee installing the underground distribution lines.

SECTION 28. Effective Date. This Ordinance shall be in force and effect upon its adoption by the Grantor's City Council; the term of this franchise shall commence on the Commencement Date, for a term of fifteen (15) years, provided the Grantee unconditionally accepts this Ordinance in writing filed with the City Clerk of the City of Panama City Beach on or before the ____ day of _____ March, 2016.

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

Mike Thomas, MAYOR

ATTEST:

Diane Fowler, CITY CLERK

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

Mike Thomas, MAYOR

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POSTED ON pcbgov.com on the ____ day of _____, 2016.

Diane Fowler, CITY CLERK

