

*Agenda Packet*

# 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: August 10, 2017

MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- PASTOR RAMON DUVALL, BEACHSIDE FELLOWSHIP CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILWOMAN STRANGE
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE REGULAR MINUTES OF JULY 27, 2017
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILWOMAN STRANGE
  - 1 "BEACH CARE SERVICES MONTH" PROCLAMATION & PRESENTATION.
  - 2 ANNUAL 9-11 STAIRCLIMB 9/9/17 -PCB FIRE/RESCUE.
- VIII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- IX. 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 17-121, CRA 2018 NEAR TERM WORK PLAN.** *"A Resolution of the City Council of the City of Panama City Beach, Florida, and Ex Officio as the governing body of the Panama City Beach Community Redevelopment Agency, relating to the Community Redevelopment within the Front Beach Road Redevelopment Area; providing for Findings; authorizing and directing the execution of a Near Term Work Plan; and providing for an effective date."*
  - 3 **RESOLUTION 17-123, BID OPENING- FRANK BROWN PARK IMAGINATION PLAYGROUND SURFACING PROJECT.** *"A Resolution of the City of Panama City Beach, Florida, approving the purchase and installation of Imagination Playground Surfacing from Playworx for \$38,000; and providing an immediately effective date."*
  - 4 **RESOLUTION 17-124, BID OPENING- FRANK BROWN PARK PHILLIP GRIFFITTS COMMUNITY CENTER GYM FLOORING PROJECT.** *"A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Southeastern Services and Equipment, Inc. for the purchase and installation of gymnasium flooring at the Phillip Griffiths Community Center in the amount of \$77,300; and providing an immediately effective date."*



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.

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E-mailed and/or Faxed to following interested parties on: 8/7/17, 1 P.M.

NEWS MEDIA

News Herald  
Bullet  
Channel 4  
Channel 7  
Channel 13  
Comcast  
WOW  
WKGC  
WLTG  
Clear Channel  
Powell Broadcasting

CONTACT

John Henderson  
Linda Lucas  
Ryan Rodig  
Jeremy Pate  
Ken McVay  
Stefanie Bowden  
Cil Schnitker  
Emily Balazs  
A. D. Whitehurst  
Crystal Presley  
Jeff Storey, GM

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE [WWW.PCBGOV.COM](http://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

1



# ~Proclamation~

A PROCLAMATION PAYING TRIBUTE  
TO BEACH CARE SERVICES AND STAFF  
BY PROCLAIMING  
SEPTEMBER, 2017  
AS  
"BEACH CARE SERVICES MONTH"

- WHEREAS, founded in 1999, the mission of Beach Care Services is to provide short-term emergency assistance to the needy people on the Beach; and
- WHEREAS, Beach Care Services refer clients to other social service agencies in Bay County when their specialized needs require long-term assistance; and
- WHEREAS, Beach Care Services has the slogan "Locals Helping Locals" and help the needy via rent assistance, utility payments, transportation, and prescriptions; and
- WHEREAS, Beach Care Services is totally staffed by volunteers and supported by donations from the community; and
- WHEREAS, Beach Care Services also acts as a referral service for hundreds of people every year to other social service agencies for food, clothing, household items, medical/mental care, employment services, rehabilitation services, and many other short-term needs; and
- WHEREAS, in 2016, Beach Care Services assisted over 600 clients and spent more than \$200,000 for client services, over half being for utilities; and
- WHEREAS, Beach Care Services work to keep families intact, many clients being a payday or so away from being homeless; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Panama City Beach does hereby proudly proclaim the month of September, 2017 as

## "BEACH CARE SERVICES MONTH"

in the City of Panama City Beach, to honor the volunteers for their tireless efforts to help the needy in our own community.

Mayor Mike Thomas

Councilman John Reichard  
Ward 1

Councilman Phil Chester  
Ward 2

Vice-Mayor Josie Strange  
Ward 3

Councilman Hector Solis  
Ward 4



1

# PRESENTATION

2



## Panama City Beach Annual 9-11 Memorial Stair Climb

This is a charity fundraiser event with proceeds going to the National Fallen Firefighters Foundation and local First Responder projects.

Event Information: **Join us for the 16<sup>th</sup> Anniversary of 9/11**

Please join us as we remember and honor those lost on that tragic day and help us make this year's event bigger and better than last year.

We will host a stair climb to remember and honor the lives of those lost on September 11, 2001. The climb will consist of 110 flights of stairs to duplicate the 110 stories of the World Trade Center Towers that the Emergency Responders had to climb that day.

**NEW Location: Edgewater Beach Resort Tower I: 11212 Front Beach Road, Panama City Beach, FL 32407**

**Date/Time: Saturday, September 9<sup>th</sup>, 2017 starting at 10:30 am CST (rain or shine)**

The climb will be during the morning and there will be lunch immediately following.

Pictures of participants taken during the stair climb, t-shirts will be available to all participants, Challenge Coin available for purchase, door prizes available, individual climber sponsor forms available with special prizes for the different amounts of money raised by each climber that does the individual sponsorships.

Entry fee: **\$30 per person** (NFFF is a 501 (c)3 charity and your donation is tax deductible) Extra donations welcome

This event is open to everyone: Firefighters, Law Enforcement, EMS, Military, & Citizens

Please come out and join us for the fun, food, music, and fellowship all while raising money for a great cause

### **Event Needs:**

- 1) Climbers
- 2) Corporate Sponsors

Please check out our web site for complete event information including Full Itinerary, Hotel/Condo discounts, how to volunteer, merchandise for sale, how to donate, individual sponsorship forms, becoming a corporate sponsor, and how to register

**Point of contact: Terry Parris at 850.819.1156 or [pcbstairclimb@aol.com](mailto:pcbstairclimb@aol.com)**

**For more information and to register: [www.pcbstairclimb.com](http://www.pcbstairclimb.com)**

2

# CONSENT ITEM

1





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

8/10/17

3. REQUESTED MOTION/ACTION:

Find these items as surplus and approve removal from the Master Audit List.

4. AGENDA

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

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)

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.

CONSENT  
AGENDA ITEM # 1

City ID #	Year	Item	Serial #	Dpt.	Recommended Disposition	Notes	CC Mtg
1597	2002	MTS 2000 radio	466ACE1719	Police	Junked 5/5/17		
1587	2002	MTS 2000 radio	466ACE1839	Police	Junked 10/20/16		
1582	2002	MTS 2000 radio	466ACE1834	Police	Junked 5/9/17		
1532	2002	MTS 2000 radio	466ACE1935	Police	Junked 10/11/16		
1553	2002	MTS 2000 radio	466ACE1956	Police	Junked 10/20/16		
1535	2002	MTS 2000 radio	466ACE1961	Police	Junked 10/20/16		
1505	2002	MTS 2000 radio	466ACE1963	Police	Junked 10/20/16		
1524	2002	MTS 2000 radio	466ACE1982	Police	Junked 10/20/16		
		MTS 2000 radio	466ATW2974	Police	Junked 5/5/17		
		HT 1000	402AXW1260	Police	Junked 10/20/16		
		HT 1000	402TBA0653	Police	Junked 10/20/16		
2156		XTS5000	721CFP3487	Police	Junked 5/9/17		
		PCBNAS01 desktop	7WKD6Si		Sell at 2018 Auction		08/10/17
		desktop computer	6XH0DP1	Kelly	Sell at 2018 Auction		08/10/17
307		desktop computer	83WNZD1	Charles	Sell at 2018 Auction		08/10/17
1036		Compaq Laptop 1200XL-111	1V01DCH7P1K1		Sell at 2018 Auction		08/10/17
		HP NV532UT#ABA	MXL9491419		Sell at 2018 Auction		08/10/17
491		Dell Desktop	1DZGGH1		Sell at 2018 Auction		08/10/17
		desktop computer	MXL0021HJ1	Fire 2	Sell at 2018 Auction		08/10/17
		desktop computer	BCSXJN1	Gary H	Sell at 2018 Auction		08/10/17
		desktop computer	1G979P1	AI	Sell at 2018 Auction		08/10/17
		T5300	3FYQHL1		Sell at 2018 Auction		08/10/17
379		Dell Latitude D630	DSY3061		Sell at 2018 Auction		08/10/17
		laptop	2648961	R Richard	Sell at 2018 Auction		08/10/17
		desktop computer	GK0SHK1	Council ofc	Sell at 2018 Auction		08/10/17
		Power Edge Server	BGZKP41		Sell at 2018 Auction		08/10/17
		Gateway 3500847	BDB61370173		Sell at 2018 Auction		08/10/17
192		Dell laptop	DCKDMD1		Sell at 2018 Auction		08/10/17
396		Dell Latitude D630	GSY30G1		Sell at 2018 Auction		08/10/17
		Dell 780	11GGLN1		Sell at 2018 Auction		08/10/17
390		Dell Optiplex 755	1YJ4ZD1	Stringfellow	Sell at 2018 Auction		08/10/17
		desktop computer	HXMVDK1	Freida	Sell at 2018 Auction		08/10/17
		HP desktop computer	MXL949141K	Andrea	Sell at 2018 Auction		08/10/17
		Dell 760	HXMTDK1		Sell at 2018 Auction		08/10/17
133		desktop computer	3W9MXC1	Coyle	Sell at 2018 Auction		08/10/17
		desktop computer	GV58SK1	Marie	Sell at 2018 Auction		08/10/17
441		Dell Optiplex 755	597HNG1	Tyler	Sell at 2018 Auction		08/10/17
		desktop computer	9K5FKH1	Wetlands	Sell at 2018 Auction		08/10/17
		desktop computer	1TKFTK1	Fire 1	Sell at 2018 Auction		08/10/17
		desktop computer	FXJ4ZD1	Fire 2	Sell at 2018 Auction		08/10/17
		desktop computer	4M5NPN1	Civil Svc	Sell at 2018 Auction		08/10/17
		desktop computer	9WLPPJ1	B Larry	Sell at 2018 Auction		08/10/17
		desktop computer	HXMWVK1	Ben Still	Sell at 2018 Auction		08/10/17
44		Dell GX620	FQSP9B1		Sell at 2018 Auction		08/10/17
366		desktop computer	D64KRF1	Sheryl	Sell at 2018 Auction		08/10/17
		desktop computer	12G71K1	Shed	Sell at 2018 Auction		08/10/17
394		Dell Optiplex 755	5VDWJF1		Sell at 2018 Auction		08/10/17
440		Dell Optiplex 755	B1262G1	B Davis	Sell at 2018 Auction		08/10/17
		Dynasty Kopak Laptop	N8009G5P24447		Sell at 2018 Auction		08/10/17
1999		Dell laptop	9DKBJ61		Sell at 2018 Auction		08/10/17
4		laptop	C9SDM91	Shane	Sell at 2018 Auction		08/10/17
		Gateway laptop	BD851340029		Sell at 2018 Auction		08/10/17
2182		Yamaha Big Bear		Police	Sold 5/20/77		
		Small Hayman safe		Parks	Sell at 2018 Auction		08/10/17
620	2011	Ford Crown Vic	2FABP7BV7BX122483	Police	Sold 5/20/77		
2126	2004	Ford F150	U-41 1FTRF14565KC55782	U/U	Sell at 2018 Auction		08/10/17
852	2018	Ford F450	U-49 1FDXF46Y88EE57179	U/U	Sell at 2018 Auction		08/10/17
48	2006	Ford Ranger	U-54 1FTYR15E67PA38112	U/U	Sell at 2018 Auction		08/10/17
412	2008	Ford Ranger	U-26 1FTYR10EX80B06372	U/U	Sell at 2018 Auction		08/10/17

CONSENT  
AGENDA ITEM #

# CONSENT ITEM

2



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Community Redevelopment Agency (CRA)/Kelly Jenkins

**2. MEETING DATE:**

8/10/2017

**3. REQUESTED MOTION/ACTION:**

Approve Resolution setting CRA program priorities for FY 2018

**4. AGENDA**

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** YES  NO

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO

N/A

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

A public budget workshop was held on July 27, 2017 for a variety of City departments, during which an update on the financial condition and progress of the CRA was discussed with the City Council. During the discussion an updated Draft Near Term Work Plan for Fiscal Year 2018 was proposed. Staff was directed to move forward with the draft work plan and it is included within the resolution attached. By approving this resolution, CRA activities and priorities for FY 2018 can be memorialized and implemented.

CONSENT  
AGENDA ITEM #

2

**RESOLUTION NO. 17-121**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE FRONT BEACH ROAD REDEVELOPMENT AREA; PROVIDING FOR FINDINGS; AUTHORIZING AND DIRECTING THE EXECUTION OF A NEAR TERM WORK PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 27, 2017, the City Council acting in its capacity as the Panama City Beach Community Redevelopment Agency held a public workshop for the purpose of reviewing the current and proposed budgets for the Front Beach Road Community Redevelopment Agency, and to discuss and develop a consensus relating to the use and expenditure of currently available Front Beach Road Community Redevelopment Trust Fund monies; and

**WHEREAS**, by this resolution this City Council desires to articulate and memorialize its consensus and policy direction.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** Pursuant to Article VIII, Section 29(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City of Panama City Beach (the "City") has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law. Pursuant to Section 163.358, Florida Statutes, the City, acting ex officio as the Panama City Beach Community Redevelopment Agency (the "Agency"), has all the powers necessary or

convenient to carry out and effectuate the purposes and provision of Part III of Chapter 163, Florida Statutes (the "Community Redevelopment Act").

**SECTION 2. FINDINGS.** It is ascertained, determined and declared as follows:

(A) The Front Beach Road Community Redevelopment Plan contains three, long term, primary objectives:

(1) Pedestrian, Parking and Transportation Improvements. This objective includes an enhanced and interconnected network of right of way and other infrastructure projects that focuses on improving pedestrian movement, overall parking needs along Front Beach Road, ingress/egress and evacuation routes along Front Beach Road and its major connectors, upgrading stormwater management along Front Beach Road, and undergrounding of utilities within the Redevelopment Area.

(2) Enhance Beach Access and Related Parking. This objective includes the enhancement of existing beach access points and the creation of new access points where warranted, and the provision of parking areas to support these access points throughout the corridor.

(3) Plan Funding and Financing. This objective includes the creation and maintenance of efficient, practical and equitable funding and financing to properly implement the Plan and its several projects, utilizing tax increment revenues, non-ad valorem assessment revenue, bonds, other public instruments, grants, public/private partnerships and other sources of funding.

(B) Activities previously authorized by the City Council in accordance with the last Work Plan adopted by Resolution 16-04 on August 11, 2016, and subsequently

completed to advance the first, and third and to more limited degree the second, primary objectives include:

- (1) Front Beach Road Segment 2. Bid and awarded the construction contract for this multi-laning, multimodal, storm drainage, utilities, and aesthetic improvements project. Provided project management, construction engineering inspection and coordination of the Segment 2 project. Finalized the Gulf Power Company agreement for underground conversion construction. Coordinated a license agreement for the Majestic Beach Resort to maintain their own landscaping and irrigation adjacent to their property along the project corridor. Provided secondary access easements for the contractor and the City to install gulf power conduit at designated locations within several private properties. Met with property owners to discuss concerns about the effects of the construction property would have on their adjacent properties.
- (2) Front Beach Road Segment 3 and Hwy 79. Provided surveying of portions of the right-of-way and temporary construction easements for the Front Beach Road Segment 3 and Highway 79 project. Met with FDEP to reassess the stormwater needs and methodology for the Segment 3/Hwy 79 project. Provided FDEP with preliminary stormwater calculations and updates to the model in an attempt to reduce project right-of-way acquisition. We are awaiting the FDEP determination.
- (3) Coordinated with future developments for CRA right-of-way partnerships.
- (4) Managed CRA landscape maintenance contract for Churchwell Drive, Richard Jackson Boulevard, Powell Adams Segment 1, South Thomas Drive and Front Beach Road Segment 1.
- (5) Continued coordination efforts with City consultant for the financial modeling of Front Beach Road CRA with Operations and Maintenance costs including:
  - Future Capital Costs
  - Future Maintenance Costs
  - Future Funding
- (6) Blighted Properties. Supported identification and clean up of blighted properties within the CRA. Continued code enforcement

activities for City of Panama City Beach Ordinances within CRA boundaries.

- (7) Considered beach parking opportunities to compliment beach access points to include public/private parking partnerships.
  - (8) Provided Annual and Financial Reporting required by the CRA to both City Council for approval and to be posted on the City website.
  - (9) Coordinated approval of the CRA Work Plan through the Bay County Transportation Planning Organization (TPO) and integrated the plan into the Long Range Transportation Plan.
- (C) The City Council, and ex officio as the governing body of the Panama City Beach Community Redevelopment Agency, at its budget workshop on July 27, 2017, considered the long term primary objectives of the Front Beach Road Redevelopment Plan, the currently authorized activities, the funds available and the uncertainty of future financing, and hereby re-confirms its direction and support for the long term and short term goals stated above and its previous authorizations for those activities intended to achieve those goals.
- (D) The July 27, 2017 workshop provided the City Council and public the opportunity to discuss and prioritize the activities and projects to be authorized and undertaken with current funds available and unencumbered for the remaining 2017 fiscal year and through fiscal year 2018.

**SECTION 3. DIRECTION AND AUTHORITY TO EXECUTE A NEAR TERM WORK PLAN.**

- (A) The City Manager and staff under his direction, including the Program Manager and City sub-consultants, are hereby directed and authorized to budget or encumber, subject to final approval by the City Council, the available and unencumbered funds for fiscal years 2017 and 2018 necessary to undertake or



carry out the following activities to advance the first, and third and to more limited degree the second primary CRA objectives, referred to as the "Near Term Work Plan:"

- (1) Continue management and CEI services for the CRA Front Beach Road Segment 2 project.
- (2) Continue right-of-way needs assessment on Front Beach Road Segment 3 and Highway 79 project and acquire necessary right-of-way. Continue with necessary stormwater calculations and updates to reduce land acquisition and obtain FDEP permitting.
- (3) Work with FDOT to use the combined TRIP grant funding and jointly proceed with the RFQ process for the design and construction plans for Segment 4.1 (Lullwater to Hill Road).
- (4) Coordinate with future developments for CRA right-of-way partnerships.
- (5) Manage CRA landscape maintenance contract.
- (6) Finalize the financial modeling of Front Beach Road CRA with Operations and Maintenance costs including:
  - Future Capital Costs
  - Future Maintenance Costs
  - Future Funding
- (7) Continue support of removal of blighted properties within CRA.
- (8) Consider beach parking opportunities to compliment beach access points to include public/private parking partnerships.
- (9) Continue exploring alternate roadway transit funding through government grants, loan programs, and public/private partnerships.
- (10) Continue effort to evaluate local economic trends and available tax increment revenues to develop financing options and plans, including leveraging tax increment funds to procure additional bond financing.
- (11) Provide feasibility study to see what efforts and approximate expense would be required to design, permit and construct sidewalk between Front Beach Road Segment 2 and Segment 3.

(B) If current funds on hand shall appear insufficient to complete the Near Term Work Plan, the City Council reserves the duty to resolve conflicting priorities.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**ADOPTED** this \_\_\_\_\_ of \_\_\_\_\_.

**CITY COUNCIL OF PANAMA CITY BEACH,  
FLORIDA, AND EX OFFICIO AS THE  
GOVERNING BODY OF THE PANAMA CITY  
BEACH COMMUNITY REDEVELOPMENT  
AGENCY**

\_\_\_\_\_  
Mayor, and Ex Officio as Chair of the Agency

ATTEST:

\_\_\_\_\_  
City Clerk, and Ex Officio as  
City Clerk to the Agency



# CONSENT ITEM

3



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
Parks and Recreation

2. MEETING DATE:  
August 10, 2017

3. REQUESTED MOTION/ACTION:  
Staff's recommendation is to approve the most responsive low bid from Playworx in the amount of \$38,000.00.

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)

On August 1, 2017, Staff received seven (7) sealed bids for the Frank Brown Park Imagination Playground Surfacing Project. Playworx was the most responsive low bid in the amount of \$38,000.00. Please see attachment.

In Attachment B of the Bid Packet you will find the planned Frank Brown Park Imagination Playground location. Staff has been preparing the Imagination Playground location for the surfacing install. Once the surfacing is installed, the fence will be completed and imagination big blue blocks will be added for an incredible experience in Frank Brown Park. Attachment D. The Imagination Playground will be Handicap Accessible.

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 Playworx the Frank Brown Park Imagination Playground Surfacing Project bid in the amount of \$38,000.00.

CONSENT  
AGENDA ITEM #

2

**RESOLUTION 17-123**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF IMAGINATION PLAYGROUND SURFACING FROM PLAYWORX FOR \$38,000; AND PROVIDING AN IMMEDIATELY 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 Playworx relating to the purchase and installation of Imagination Playground Surfacing at Frank Brown Park, in the basic amount of Thirty Eight Thousand Dollars (\$38,000), 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 \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: 7/30, 2017.

**Frank Brown Park Imagination Playground Surfacing Project**

The Undersigned, as Bidder, hereby declares that they have examined the proposal 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, to furnish all labor, materials and supplies to install free and clear the Frank Brown Park Imagination Playground Surface in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the Frank Brown Park Imagination Playground Surfacing Project by September 30<sup>th</sup>, 2017, with liquidated damages thereafter of \$100.00 per day.

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

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

**SUMMARY DESCRIPTION AND LUMP SUM PRICE:**

Summary description of the products and installation proposed:

Install artificial turf  
Note: A detailed description of the product and installation, and a sample of the Turf Grass and Pad proposed must be attached and included with this Proposal.

Lump sum price for the Frank Brown Park Imagination Playground Surfacing Project:

\$ 238,000.00

Specify terms of any deposit or write "none required":

none required

Name of SUPPLIER: Playworx

ADDRESS: 2550 Sandy Plains CITY: Marietta STATE: Ga ZIP: 30066

EMAIL ADDRESS: dave@playworx.com PHONE: 404-417-5270

References: Please list 3 successful installs of the unit you propose including:

Name	Location	Address or Email	Phone Number
<u>Clint Lassiter</u>	<u>Orlando</u>	<u>classiter@bridgepr.com</u>	<u>700-500-7578</u>
<u>Tom McGavin</u>	<u>Orlando</u>	<u>tommcgavin@ritzcarlton.com</u>	<u>407-206-2400</u>
<u>Marcy Scatter</u>	<u>Orlando</u>	<u>board@westminsterlandings.com</u>	<u>407-509-1744</u>

SIGNATURE (Confirming all information above is correct) David Howard

Print Name: David Howard and Print Title Sales manager

**CITY OF PANAMA CITY BEACH  
 BID TABULATION**

Bidder	Address	Information	Price
Roberston Rec Surfaces/ Tot Turf	6601 Lyons Rd. Coconut Creek, FL 33073	Tot Turf	<b>\$50,594.00</b>
JA Dawson & Co, Inc	PO Box 1178 Pelham, AL 35124	Show Play 50 Turf w/SSP Pad & Green Envirofil Sand Infill	<b>\$47,400.00</b>
Playworx	2550 Sandy Plains Marietta, GA 30066	Forever Lawn product	<b>\$38,000.00</b>
Forever Lawn Emerald Coast	116 4 <sup>th</sup> Street Fort Walton Beach, FL 32548	Forever Lawn Product	<b>\$48,000.00</b>
Great Southern Recreation	2441-Q Old Fort Pkwy #462 Murfreesboro, TN 37128	Softlawn Bluegrass Blend	<b>\$46,535.00</b>
Forever Lawn of Central Florida	16438 Meredrew Lane Clermont, FL 34711	Forever Lawn Product	Non-responsive bid. Did not use required bid form. <b>\$52,275.00</b>
Forever Lawn of Tampa	235 West Brandon Blvd #110 Brandon, FL 33511	Forever Lawn Product	Non-responsive bid. Did not use required bid form. <b>\$52,400.00</b>

38

CONSENT  
 AGENDA ITEM #

# REQUEST FOR PROPOSALS

## Frank Brown Park IMAGINATION PLAYGROUND SURFACING PROJECT

CITY OF PANAMA CITY BEACH, FLORIDA

July 21, 2017



Page 1 of 7

CONSENT

AGENDA ITEM #

3



**NOTICE OF  
REQUEST FOR SEALED PROPOSALS**

**Frank Brown Park  
Imagination Playground Surfacing Project**

The City of Panama City Beach hereby solicits **sealed** proposals for an IPEMA certified playground synthetic turf (grass) resilient safety surface to be located in Frank Brown Park within the City which surface must be reasonably equivalent to certain specifications and requirements set forth by the City in connection with this Notice.

Sealed proposals will be received until **2:00PM Central Daylight Time, August 1<sup>st</sup>, 2017**, at the City of Panama City Beach City Hall Annex, 110 S Arnold Road, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked "Sealed Bid- Panama City Beach – Frank Brown Park Imagination Playground Surfacing Project."

Copies of the specifications may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City's Website at [www.pcbgov.com](http://www.pcbgov.com). The point of contact for obtaining specifications is Cheryl Joyner, email address [cjoyner@pcbgov.com](mailto:cjoyner@pcbgov.com). No specifications will be issued to suppliers later than seventy-two (72) hours prior to the time indicated above for receiving bids.

Proposals must be submitted upon the standard form contained in the Specifications with such attachments as may be authorized there.

The City reserves the right to (1) reject any and all bids and to waive any informality in bids received, and (2) to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Bids shall be firm for a period of 60 days after opening.

END.

**PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: \_\_\_\_\_, 2017.

**Frank Brown Park Imagination Playground Surfacing Project**

The Undersigned, as Bidder, hereby declares that they have examined the proposal 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, to furnish all labor, materials and supplies to install free and clear the Frank Brown Park Imagination Playground Surface in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the Frank Brown Park Imagination Playground Surfacing Project by September 30<sup>th</sup>, 2017, with liquidated damages thereafter of \$100.00 per day.

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

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

**SUMMARY DESCRIPTION AND LUMP SUM PRICE:**

Summary description of the products and installation proposed:

**Note: A detailed description of the product and installation, and a sample of the Turf Grass and Pad proposed must be attached and included with this Proposal.**

Lump sum price for the Frank Brown Park Imagination Playground Surfacing Project:

\$ \_\_\_\_\_.

Specify terms of any deposit or write "none required":

\_\_\_\_\_.

Name of SUPPLIER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

**References: Please list 3 successful installs of the unit you propose including:**

Name	Location	Address or Email	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**SIGNATURE** – (Confirming all information above is correct) \_\_\_\_\_

Print Name: \_\_\_\_\_ and Print Title \_\_\_\_\_

**Frank Brown Park  
Imagination Playground Surfacing Project.**

**PART 1 - GENERAL SPECIFICATIONS**

**1.1 Description of Surfacing – Substitutes will be accepted dependent on specs provided below:**

The desired resilient safety surface shall be an IPEMA certified playground synthetic turf (grass) with a resilient safety surface which is reasonably equivalent to the following specifications and requirements, independently and collectively.

**NOTE: The City is aware that the following specifications and requirements relate to Playground Grass Ultra as manufactured by Foreverlawn, Inc. As indicated in the Notice of this Request for Proposals, the City will consider alternative proposals that are reasonably equivalent to that product and the following standards, and determine which provides the best value to the city based upon reliability or quality of service or product. Bidders proposing an alternative product would be well served to point out in their response (in the order and by the numbers set forth below) whether their product meets or exceeds the numbered requirement and if not, state the standard which the alternative does meet and why the City should consider that standard sufficient.**

1. Blades: The desired primary blades are a slit film XP polyethylene with anti-microbial agent ALPHASAN integrated into the primary yarn. An anti-static agent must also be integrated into the construction so as to not allow static charge build up. Secondary blade is a heat textured nylon monofilament. Polyethylene blades that are web or honeycomb fibrillated shall not be accepted.

2. Weight: The desired product face weight will be from 40 – 60 ounces with backing, the total weight of the product will be from 70-115 ounces.

3. Tufting: The desired tufting gauge will be 3/8", pile height 1 5/8" or better. Tufting configuration – dual yarn same row set up.

4. Backing: The desired backing shall be a multi-layered, three part

A. The desired first single layer (stabilized primary consisting of polyester, fiberglass and polyurethane. It is 18 pic construction and 6 ounces.

B The desired second layer is a 48 ounce, urethane layer.

C. The desired third layer is 3.5 ounce, geotextile fleece.

5. Seams: Primary seaming system shall be a micromechanical utilizing hook and loop technology.

6. Resilient subsurface: 1" Safety Foam Pad with excellent drainage that is a closed cell polyethylene planed pad.

7. Infill material: will be 12/20 Envirofill Green. Installed at 2 pounds per square foot.

## **1.2 Execution of Surfacing – Base Requirements- Performed by the City**

1. On cleared base: installation of Commercial Grade Filter Fabric – Tencate Mirafi 140 Series, installation of new base - clean crushed stone base, then leveled and compacted at a depth equal to 3" for the use of the 1" SafetyFoam Pad.
2. *The playground area will be graded by the City for a 4" level. The City will then provide 3" graded gravel base leaving 1" for the install of the safety foam pad and artificial turf. The City also will install the commercial grade weed barrier fabric.*

## **1.3 Preparation of Surfacing –**

1. The perimeter of the area shall be defined with a composite nailer board, unless an acceptable surface for anchoring the turf currently exists. These nailer boards will be secured into concrete or blacktop, or held in place with rebar spikes.
2. Cleaning - the entire surface shall be clean and free from any foreign and loose material.

## **1.4 Installation of Surfacing –**

1. SafetyFoam subsurface (resilient surface) – 1" SafetyFoam for a 6' CFH (Certified Fall Height) over aggregate.
2. Artificial Turf – The turf will be rolled out in sections, cut around the poles and seamed together using the micro-mechanical seaming system as the primary bond.
3. Securing – The turf will be secured around the perimeter. If using nailer boards, 1" staples will be used to secure the turf to the boards. Staples will be placed every 2 inches. (see edge details).
4. Protection - Surface installer shall be responsible for the protection of the surface during the curing period upon completion of the installation.
5. *Fence Posts will be set in place by the City on the perimeter of the Imagination Playground. There will be an opening of 12 foot in-between posts for equipment to enter the area for installation purposes. The perimeter boards are to be put on the outside of the posts. Playground surfacing will go around the poles and over the perimeter boards.*

**1.5 Measurements of Surfacing-** The measurement of the surfacing area is the responsibility of bidder. The estimated total square footage is at 4100. Please see Exhibit C.

## **1.6 Fall Height of Surfacing- 5 Foot Fall Height.**

## **1.7 Testing of Materials**

The following are test results from an independent testing laboratory which must also be submitted:

- a. Impact Attenuation - ASTM 1292-04: Impact attenuation test results will be provided. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria "H.I.C."). Test results must be administered and evaluated under the same test and these results must be shown for three drops at each required temperature: 32°, 72°, 120°; yield less than 200 G's and less than 1,000 H.I.C. Only test results from ASTM testing approved laboratories, F8 committee will be acceptable. Approved testing laboratories are TSI and Detroit Testing.

- b. *Permeability*: Product shall meet or exceed a coefficient of permeability of five (5) feet per minute.

NOTE: From a geotechnical standpoint, the permeability of a material is a measure of the velocity at which water will flow through the void spaces or pores under a given hydraulic gradient. The product shall handle a minimum of 8" of rainfall per hour.

- c. *Flammability (PILL test)*

NOTE: To assure compliance with a, b, and c installation shall be provided by an approved installer, who has at least 3 successful installs. Please submit the names of references on 3 successful installs.

**1.7 Job Completion** and testing to be complete by September 30, 2017, with liquidated damages of \$100.00 per day thereafter.

**1.8** The City is tax exempt and copy of the certificate of exemption is attached as Exhibit A.

**1.9** After the project is complete, payment in full will be made within 30 days of receipt of invoice for the approved bid amount. Invoice shall be submitted in digital Adobe Acrobat .pdf format to Cheryl Joyner Recreation Administration Supervisor at [cjoyner@pcbqgov.com](mailto:cjoyner@pcbqgov.com).

## **2.0 Guarantee/Warranty of the Material and Workmanship**

1. The artificial grass installed under this contract will be warranted for a period of ten (10) years for materials and covers the surface for wear through, deterioration and excessive fading/UV degradation. Vandalism and force majeure will not be covered. Labor/Workmanship will be warranted for a period (2) years.

Written warranty must be submitted by the installer

2. When defective material or workmanship is discovered which will require repair or replacement, all such repair work or replacement work shall be done by the CONTRACTOR at its own expense after written notification is given of such required repairs. However, if the CONTRACTOR fails to comply with the requirements of the above guarantee within reasonable time after notification is given, the CITY shall proceed to have the repairs made by others at the CONTRACTOR'S expense.

a. Any unsafe conditions that arise shall be secured and maintained by the installer until all required repairs or replacements have been completed.

b. All resurfacing will conform in kind and quality to the specifications set forth in the plans and specifications and will be free of defects in workmanship and material.

## PART 2 – DATES

1. Sealed Proposals Due Tuesday August 1, 2017 at 2:00pm at City Hall Annex, 110 South Arnold Road, Panama City Beach
2. Proposals will be opened at 2:10 pm at that same time and place;
3. City Council Approval August 10, 2017,
4. Job awarded August 11, 2017
5. Job to be completed by September 30, 2017.

## PART 3 – LIST OF RFP EXHIBITS

### EXHIBIT A

Certificate of Tax Exemption

### EXHIBIT B

Location of where the Imagination Playground Surfacing will be installed

### EXHIBIT C

Imagination Playground Surfacing Measurements, Drawing and Pictures

A

0000082 03/22/17



### Consumer's Certificate of Exemption

DR-14  
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012646470C-9	05/31/2017	05/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF PANAMA CITY BEACH  
110 S HIGHWAY 79  
PANAMA CITY FL 32413-2140

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



### Important Information for Exempt Organizations

DR-14  
R. 10/15

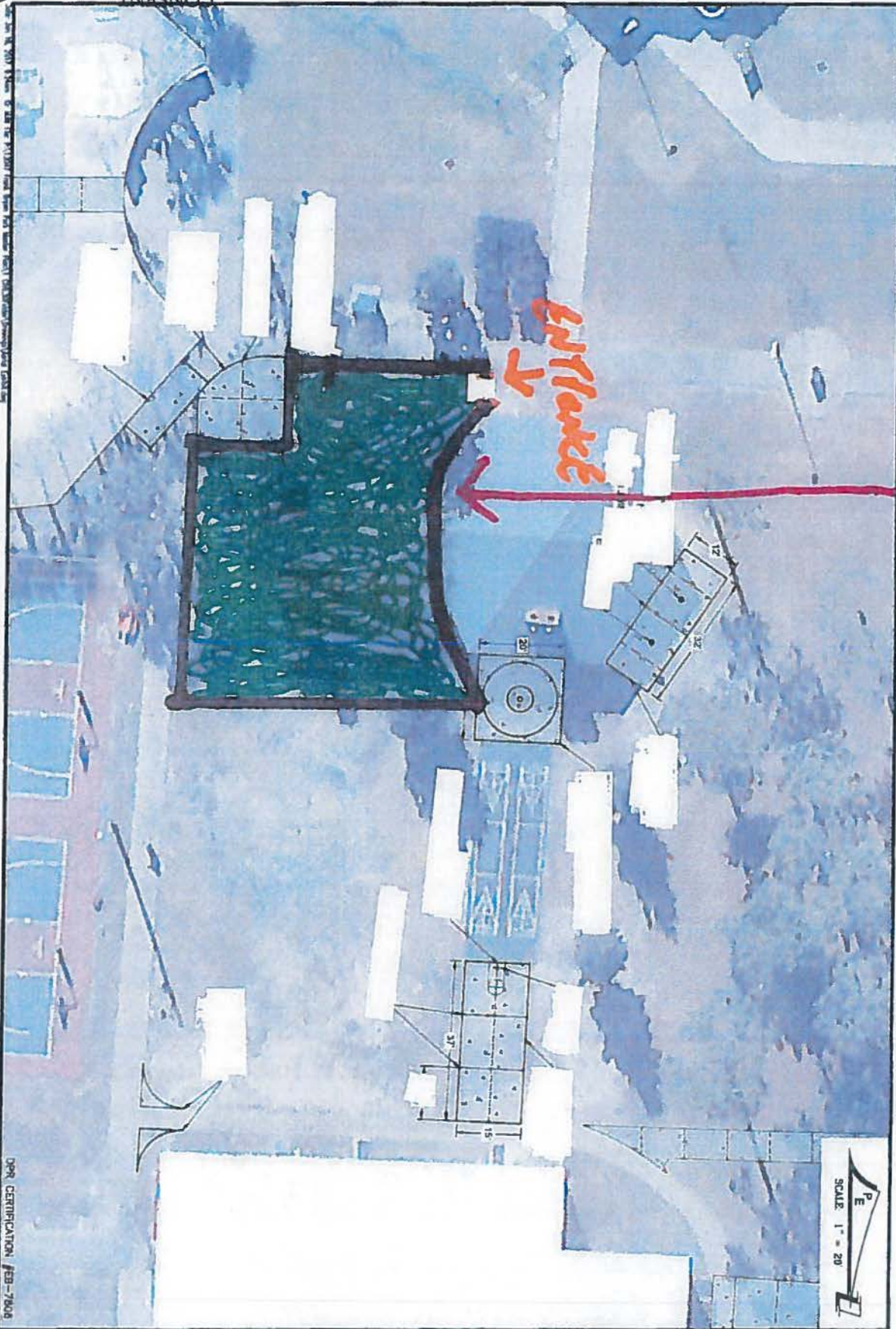
1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

CONSENT  
AGENDA ITEM #

3

FOR SCALE VERIFICATION AFTER CONSTRUCTION, THIS LINE SHOULD BE 1' LONG

*Panama City National Park*



PER CERTIFICATION #E9-7606

<b>6</b>	AREA 4 FRANK BROWN PARK IMPROVEMENTS	<b>PANHANDLE ENGINEERING, INC.</b> <small>ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS</small> <small>3005 SOUTH Highway 77 Lynn Haven, Florida 32444</small> <small>(850) 932-4265 Fax (850) 793-4730 <a href="mailto:pe@panhandleengineering.com">pe@panhandleengineering.com</a></small>	CAD FILE: Aerial Exhibit.dwg
	PANAMA CITY BEACH, FLORIDA		DWN BY: jpb DATE: JANUARY 2017 SHEET NO: 6 PROJECT NUMBER: 12047

*B*





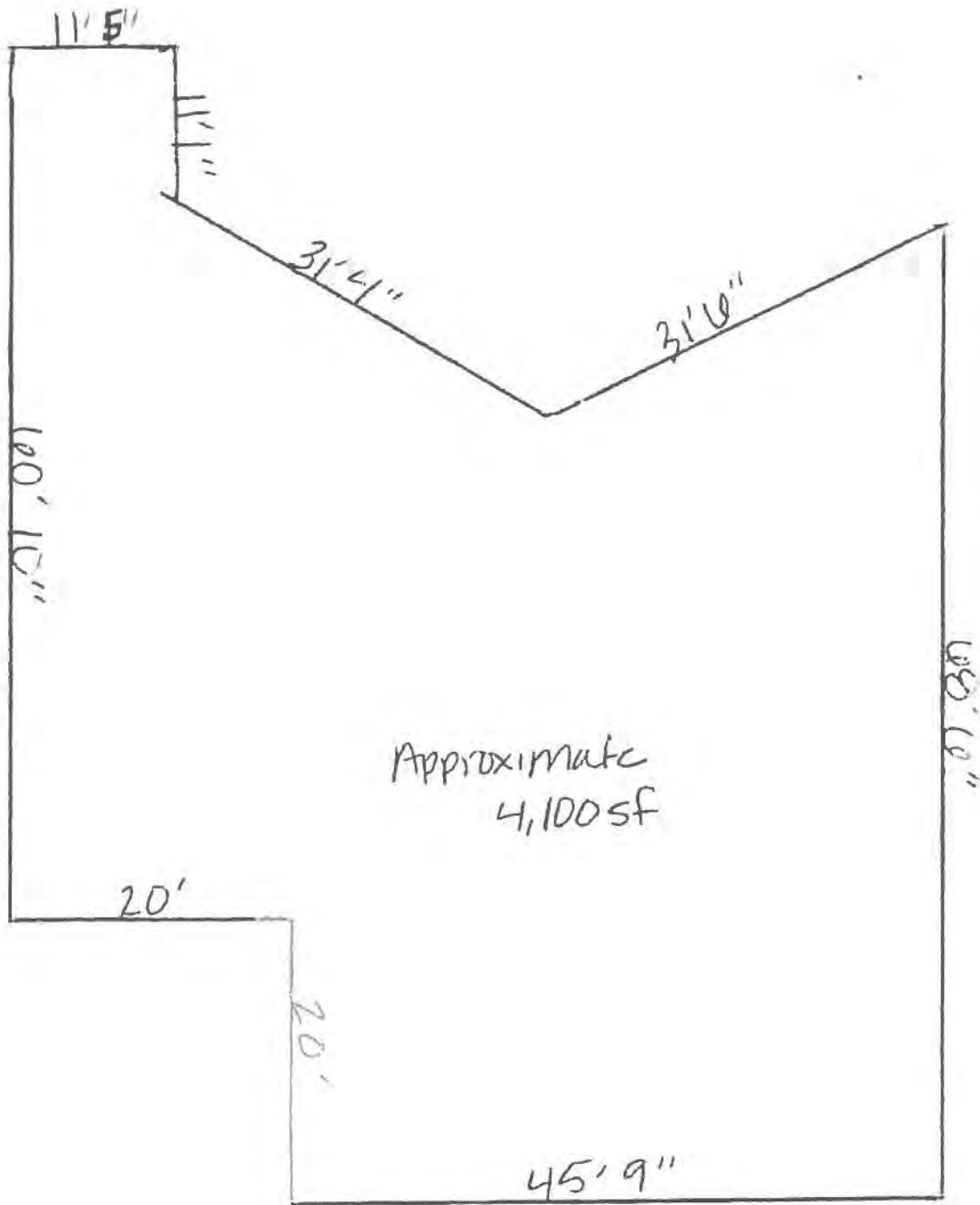
CONSENT  
AGENDA ITEM # 2

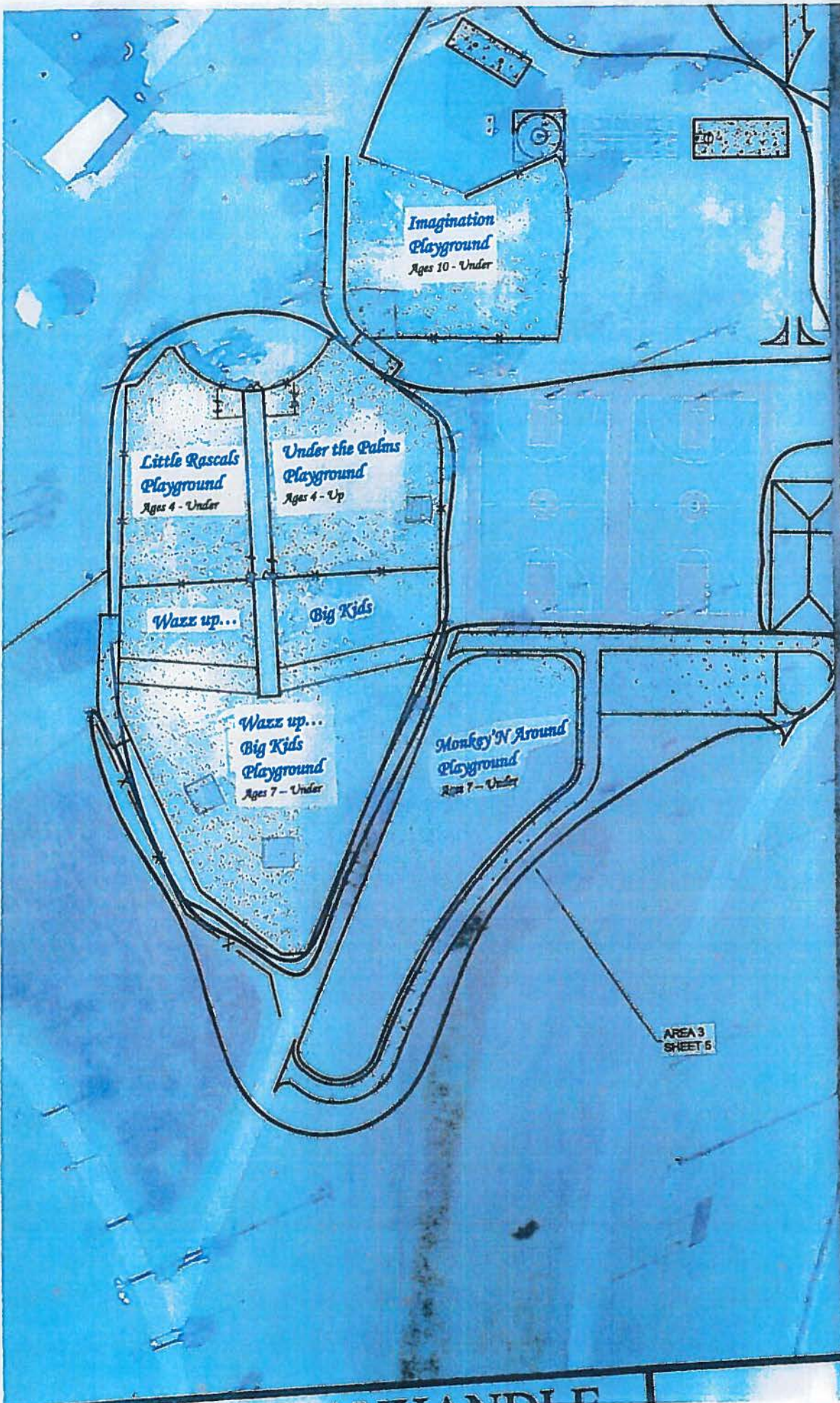


CONSENT  
AGENDA ITEM #

3

U







**product**  
[\(/product/index.html\)](#)

**SHOP!** (<http://shop.imaginationplayground.com/>)

[mission \(/mission/index.html\)](#)

[stories \(/stories/index.html\)](#)

[promotions \(/promotions/index.html\)](#)

[contact us \(/contact-us/index.html\)](#)

## big blue blocks sets



**Imagination Playground's most popular collection is designed for large indoor or outdoor spaces such as playgrounds, schools, gyms, parks, museums, or child care facilities.**

It includes bricks and cylinders, accented with chutes, channels and parts that suggest motion or connectivity. They inspire children to design their own inventions, environments and activities.

These modular, rectilinear parts are easy to stack, line up and move around. Children enjoy an endless variety of play patterns including construction, pretend play, role-playing and inventing their own games. Most importantly, they are deeply engaged, active and have hours of fun.

Manufactured in the United States out of waterproof foam, the blocks are resistant to mold, mildew, corrosion, and microorganisms. Introducing breakthrough technologies, these highly durable parts are biodegradable and can be returned to the manufacturer for recycling.

**Imagination Playground is a breakthrough play space concept designed to encourage child-directed free play.**

**Benefits include:**

- Creativity
- Communication
- Collaboration
- Self expression
- Social skills
- Problem solving
- Release, relaxation
- Fine & gross motor skills
- Accomplishment
- Focus, determination

**ask our experts**

**call 1-678-604-7466**  
 **or email us**

[\(/contact-us/ask-our-experts.html\)](#)

**optional storage**



2

# CONSENT ITEM

4



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

August 10, 2017

3. REQUESTED MOTION/ACTION:

Staff's recommendation is to approve the most responsive low bid from Southeastern Surfaces & Equipment, Inc. in the amount of \$77,300.00.

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)

On August 1, 2017, Staff received (5) responsive sealed bids for the Frank Brown Park Phillip Griffiths Community Center Gymnasium Flooring Project. See Attachment.

Staff is recommending to approve Southeastern Surfaces & Equipment, Inc as the most responsive low bidder in the amount of \$77,300.00. Staff has researched several flooring products for the Phillip Griffiths Community Center Gymnasium. Due to the heavy wear and tear/moisture issues, staff is in agreement that flooring product proposed is the most durable for our conditions. Attachment D of the Bid Packet.

With City Attorney's assistance in the bidding process, we received five total bids. The current flooring in the gymnasium is over 13 years old and has not been the most durable. We have had several issues over the years with this current flooring product.

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 Southeastern Surfaces & Equipment, Inc for the bid in the amount of \$77,300.00.

CONSENT  
AGENDA ITEM #

4

**RESOLUTION 17-124**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN SERVICES & EQUIPMENT, INC. FOR THE PURCHASE AND INSTALLATION OF GYMNASIUM FLOORING AT THE PHILLIP GRIFFITTS COMMUNITY CENTER IN THE AMOUNT OF \$77,300; AND PROVIDING AN IMMEDIATELY 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 Southeastern Services & Equipment, Inc. relating to the purchase and installation of Gymnasium Flooring at the Phillip Griffiths Community Center, in the basic amount of Seventy Seven Thousand Three Hundred Dollars (\$77,300), 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 \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk



**CITY OF PANAMA CITY BEACH  
 BID TABULATION**

Bidder	Address	Information	Price
Southern Flooring	6820 Augusta Road Greenville, SC 29605	Sport M Plus DTX	<b>\$83,275.00</b>
Southeastern Surfaces SSE	569 Canal Street New Smyrna Beach, FL 32168	7mm Gerflor Taraflex Sport M Plus Drytex	<b>\$77,300.00</b>
Dynamic Sports Construction	301 Sonny Drive Leander, TX 78641	Dynaforce Indoor Flooring System	<b>\$86,037.00</b>
Pro Floors Plus LLC	3902 Jenks Ave. Lynn Haven, FL 32444	Tarkett Training Multi-use Sports Floor Full speed installation	<b>\$90,150.00</b>
Vector Concepts, Inc.	9010 N. Royal Ln. #110 Irving, TX 75063	Sport M & Dry Tex	<b>\$83,559.00</b>

4  
 CONSENT  
 AGENDA ITEM # \_\_\_\_\_

**PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: 8/1/17 2017.

**Frank Brown Park Phillip Griffiths Community Center Gymnasium Flooring Project**

The Undersigned, as Bidder, hereby declares that they have examined the proposal 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, to furnish all labor, materials and supplies to install free and clear the Frank Brown Park Phillip Griffiths Community Center gymnasium floor in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the Frank Brown Park Phillip Griffiths Community Center Gymnasium Floor Project by October 9, 2017, with liquidated damages thereafter of \$300.00 per day.

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

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

**SUMMARY DESCRIPTION AND LUMP SUM PRICE:**

Summary description of the products and installation proposed:

7mm GERFLOR TARAFLEX SPORT M PLUS DRYTEX

Note: A detailed description of the product and installation method, and a sample of the product must be attached and included with this Proposal.

Lump sum price for the Frank Brown Park Phillip Griffiths Community Center Gymnasium Flooring Project:

\$ 77,300.00

Specify terms of any deposit or write "none required": NONE REQUIRED

Name of SUPPLIER: SSE & ASSOCIATES

ADDRESS: 569 CANAL ST. CITY: SMYRNA BEACH STATE: FL ZIP: 32168

EMAIL ADDRESS: MSTEMPLE@SSETEAM.COM PHONE: 678-446-5125

References: Please list 3 successful installs of the unit you propose including:

Name	Location	Address or Email	Phone Number
<u>SEE ATTACHED</u>			

SIGNATURE -- (Confirming all information above is correct) Mark R. Stemple

Print Name: MARK STEMPL and Print Title REG. SALES MGR.



# Southeastern Surfaces & Equipment, Inc.

Post Office Box 602 • New Smyrna Beach • Florida • Office (800) 644-8875 • Fax (386) 428-8767

**Regional Sales Office: 1205 Peachtree Pkwy. Suite 1204-Cumming, GA 30041**

**T: 470-281-5850 / Fax: 470-281-5852 / Cell: 678-446-5125**

## Dry-Tex References

**TO: Panama City Beach**

**DATE: 7/27/2017**

**From: Mark Stemple**

**Email: [mstemple@sseteam.com](mailto:mstemple@sseteam.com)**

**PROJECT: Gerflor/Taraflex Dry-Tex References**

### SSE Taraflex Dry-Tex References

Good Shepherd Church  
Augusta, GA  
Terry Fletcher  
706-650-1512  
[Tlfgsu80@yahoo.com](mailto:Tlfgsu80@yahoo.com)

Mt. Zion Baptist Church  
Albany, GA  
Mike Boudousqui  
229-878-0099  
[mike@artesiancontracting.com](mailto:mike@artesiancontracting.com)

Lake Nona YMCA  
Lake Nona, FL  
Lauren Ward  
407-852-3520  
[lward@cfymca.org](mailto:lward@cfymca.org)

# REQUEST FOR PROPOSALS

## Frank Brown Park PHILLIP GRIFFITTS COMMUNITY CENTER GYMNASIUM FLOORING PROJECT

CITY OF PANAMA CITY BEACH, FLORIDA

July 21, 2017



CONSENT  
AGENDA ITEM # \_\_\_\_\_

4

**NOTICE OF  
REQUEST FOR SEALED PROPOSALS**

**Frank Brown Park  
Phillip Griffiths Community Center  
Gymnasium Flooring Project**

The City of Panama City Beach hereby solicits **sealed** proposals to prepare the Frank Brown Park Phillip Griffiths Community Center Gymnasium floor surface and install a new, resilient athletic flooring material which will permanently bond with the existing concrete floor and be virtually impervious to the moisture intrusion which has plagued the current floor, and which must be reasonably equivalent to certain specifications and requirements set forth by the City in connection with this Notice.

Sealed proposals will be received until **2:00PM Central Daylight Time, August 1<sup>st</sup>, 2017**, at the City of Panama City Beach City Hall Annex, 110 S Arnold Road, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked "**Sealed Bid- Panama City Beach – Frank Brown Park Phillip Griffiths Community Center Gymnasium Flooring Project**".

Copies of the specifications may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City's Website at [www.pcbgov.com](http://www.pcbgov.com). The point of contact for obtaining specifications is Cheryl Joyner, email address [cjoyner@pcbgov.com](mailto:cjoyner@pcbgov.com). No specifications will be issued to suppliers later than seventy-two (72) hours prior to the time indicated above for receiving bids.

Proposals must be submitted upon the standard form contained in the Specifications with such attachments as may be authorized there.

The City reserves the right to (1) reject any and all bids and to waive any informality in bids received, and (2) to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Bids shall be firm for a period of 60 days after opening.

END.

**PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: \_\_\_\_\_, 2017.

**Frank Brown Park Phillip Griffiths Community Center Gymnasium Flooring Project**

The Undersigned, as Bidder, hereby declares that they have examined the proposal 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, to furnish all labor, materials and supplies to install free and clear the Frank Brown Park Phillip Griffiths Community Center gymnasium floor in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the Frank Brown Park Phillip Griffiths Community Center Gymnasium Floor Project by October 9, 2017, with liquidated damages thereafter of \$300.00 per day.

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

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

**SUMMARY DESCRIPTION AND LUMP SUM PRICE:**

Summary description of the products and installation proposed:

**Note: A detailed description of the product and installation method, and a sample of the product must be attached and included with this Proposal.**

Lump sum price for the Frank Brown Park Phillip Griffiths Community Center Gymnasium Flooring Project:

\$ \_\_\_\_\_.

Specify terms of any deposit or write "none required": \_\_\_\_\_.

Name of SUPPLIER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

**References: Please list 3 successful installs of the unit you propose including:**

Name	Location	Address or Email	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**SIGNATURE** – (Confirming all information above is correct) \_\_\_\_\_

Print Name: \_\_\_\_\_ and Print Title \_\_\_\_\_

4

**Frank Brown Park  
Phillip Griffiths Community Center  
Gymnasium Flooring Project**

**PART 1 - GENERAL SPECIFICATIONS**

- A. The scope of work entails the preparation and installation of resilient athletic flooring material in the entire Gymnasium wall to wall.

**NOTE: The City is aware that the following specifications and requirements relate to a particular product manufactured by a particular company. As indicated in the Notice of this Request for Proposals, the City will consider alternative proposals that are reasonably equivalent to that product and the following standards, and determine which provides the best value to the city based upon reliability or quality of service or product. Bidders proposing an alternative product would be well served to point out in their response (in the order and by the numbers set forth below) whether their product and warranty meets or exceeds the numbered requirement and if not, state the standard which the alternative does meet and why the City should consider that standard sufficient. Notwithstanding the City's willingness to consider alternative products, as stated below the membrane seal must be applied to the flooring material as part of the manufacturing process and not added in the field.**

- B. Removal and disposal of existing modular athletic flooring will be done by the City of Panama City Parks and Recreation Staff on September 1, 2017.
- C. Installer is responsible for cleaning the substrate ensuring that all debris and residue is removed.
- D. Installer will also shot blast substrate removing all paint and/or sealers in preparation for the adhesive for the athletic sheet flooring.
- E. Provide and install the desired resilient athletic sheet flooring – **Taraflex Sport M Plus** with Gerflor Dry-Tex System in accordance with manufacture's recommendations. Oak color is 92' x 60'. Gray color is 30' 60'. **SUBSTITUTION is ALLOWED if athletic sheet flooring is an equivalent to the desired Taraflex Sport M Plus.**
- F. The desired resilient athletic sheet flooring shall not have a separate membrane seal. The membrane seal will be attached to the flooring product from the manufacturer. **No Exceptions.**
- G. The minimum thickness of flooring product will be 7 millimeters.
- H. It is the responsibility of the bidder to confirm all measurements of the Gymnasium floor project.
- I. Application of game-lines for (1) Basketball, (1) Volleyball, (3) Pickleball, (1) Four Square and (1) Hopscotch in the GRAY area location.
- J. Provide weather strip floor plates on each of the 3 outdoor doors and the large outdoor garage door. Weather strip floor plates must stop all moisture from coming under the outdoor floors.
- K. Moisture Tolerance must be 98% RH and 15lbs. It is up to the installer to guarantee the 98% moisture tolerance. All tests of moisture in the concrete and the sides of the floor is the responsibility of the installer prior to install. If an alternate flooring is used rather than the **Taraflex Sport M Plus** with Gerflor Dry-Tex System then a Moisture Mitigation

System epoxy will be needed to be included in the bid to perform the 98% RH Moisture Tolerance.

- L. Provide 15 year Warranty "No Mold Guarantee" as outlined in the desired Gerflor Limited Warranty. The 15 year Warranty includes an adhesion guarantee to the concrete. See Attachment C
- M. The City is tax exempt and a copy of certificate of exemption is attached as Exhibit A.
- N. After the project is complete, payment in full will be made within 30 days of receipt of invoice for the approved bid amount. Invoice shall be submitted in digital Adobe Acrobat pdf format to Cheryl Joyner Recreation Administration Supervisor at [cjoyner@pcbgov.com](mailto:cjoyner@pcbgov.com).
- O. Bidder shall obtain any and all permits from the City Planning Dept before project begins.
- P. Job Completion will be completed by October 9, 2017 with liquidated damages of \$300.00 per day thereafter.

## PART 2 – MINIMUM BIDDER QUALIFICATIONS

The proposal must include verifiable evidence and references demonstrating that the Bidder's personnel responsible for this project meet the following:

- A. On site supervision by a person with at least five years of experience in the installation of resilient athletic flooring.
- B. Company experience and a list of references on at least (3) projects of similar size, type and complexity as this project.
- C. Installers for this Project who are competent in techniques required by the manufacturer for installation of resilient athletic flooring.

## PART 3 – DATES

- 1. Job Walks – Please schedule an appointment by contacting Cheryl Joyner, City of Panama City Beach Recreation Administration Supervisor at [cjoyner@pcbgov.com](mailto:cjoyner@pcbgov.com).
- 2. Sealed Proposals Due Tuesday August 1, 2017 at 2:00pm at City Hall Annex, 110 South Arnold Road, Panama City Beach
- 3. Proposals will be opened at 2:10 pm at that same time and place;
- 4. City Council Approval August 10, 2017,
- 5. Job awarded August 11, 2017
- 6. Job to be completed by October 9, 2017.

## PART 4 – LIST OF RFP EXHIBITS

### EXHIBIT A

Certificate of Tax Exemption

### EXHIBIT B

Gymnasium layout with colors

### EXHIBIT C

Gerflor Limited Warranty Statement

### EXHIBIT D

Gerflor Dry-Tex System Description



A

000002 03/23/17



**Consumer's Certificate of Exemption**

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 10/15

85-8012646470C-9	05/31/2017	05/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF PANAMA CITY BEACH  
110 S HIGHWAY 79  
PANAMA CITY FL 32413-2140

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



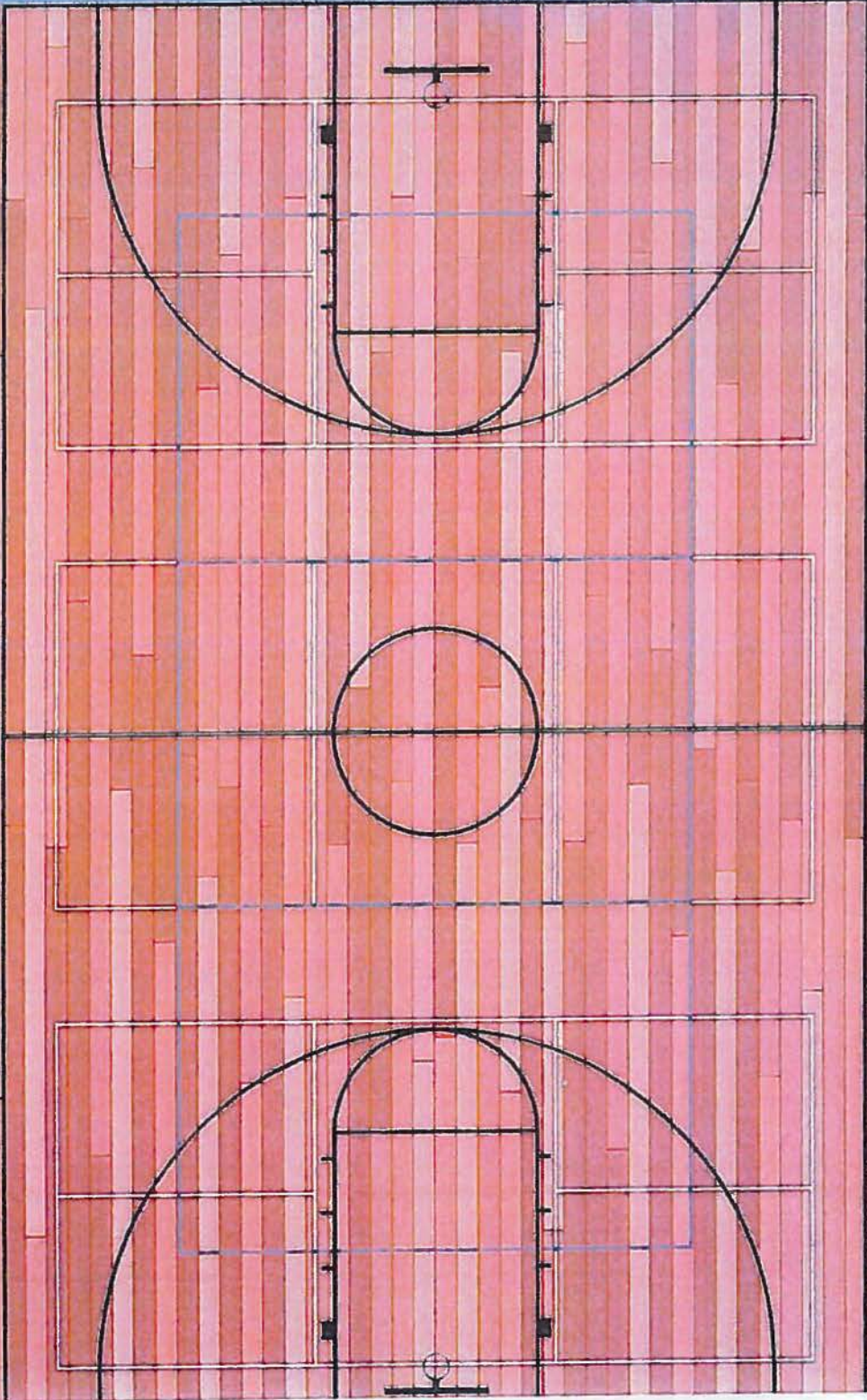
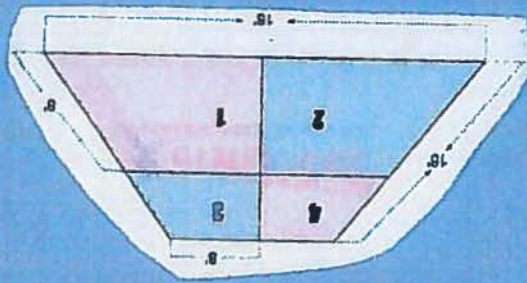
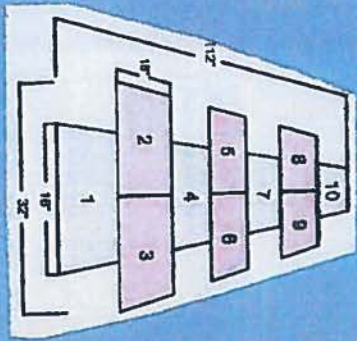
**Important Information for Exempt Organizations**

DR-14  
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

CONSENT  
AGENDA ITEM #

4



CONSENT  
AGENDA ITEM #

4

**LIMITED WARRANTY**  
**GERFLOR® FLOOR COVERINGS WITH DRY-TEX SYSTEM**  
**- WARRANTY OF 15 YEARS -**

**Dry-TEX™ Product(s) Warranty Under the Following Terms and Conditions**

Subject to the terms and conditions set forth below, Gerflor USA, Inc (hereafter "GERFLOR") grants to Customer this Limited Warranty. GERFLOR warrants that the integrated system of floor covering using one of the following products: (1) Sport M Plus Dry-TEX™, (2) Sport M Performance Dry-TEX™, or (3) Mipolam Premium Dry-TEX™ (hereafter the "Product"), and installed with GERPUR adhesive (hereafter collectively, the "System"), will be free from manufacturing defects for a period of fifteen (15) years from the date of installation, under the terms hereafter defined, and provided that the Product was installed per GERFLOR written instructions, used under normal conditions and was properly maintained on a regular basis. The Limited Warranty extends only to the original Customer and is not transferable.

This Limited Warranty may by no means be applied if the underlying floor support's condition and the method of installation do not strictly comply with customary procedures of the trade and GERFLOR's specifications for the System's installation as provided to the Customer or available at [www.gerflorusa.com](http://www.gerflorusa.com), including but not limited to:

- System is warranted to perform up to a maximum condition of 15lbs MVER according to ASTM F1869 or 98% RH according to ASTM F2170.
- System is warranted not to promote mold growth on, within and directly under the installed flooring.
- The Dry-TEX™ and GERPUR Adhesive must be used within the shelf life specified in the most current installation recommendations published by GERFLOR.
- The System must be installed for a suitable and compatible use, unless a different use is approved in writing by GERFLOR at the time the SYSTEM is purchased. You, along with the owner, contractor, and/or subcontractor, assume all risk and liability arising from any other use and assume all risk and liability unrelated to actual performance of either the product or the System as defined within this document.
- All System components must be used together.
- The components of the System must be not be mixed or used in combination with any other product that is not manufactured by GERFLOR or its affiliated companies or approved in writing by GERFLOR.
- Installation and application must be performed by installers certified by GERFLOR.
- The state of the substrate and the method of installation must comply strictly with normal codes of practice and with GERFLOR's specifications as set forth in the most current installation recommendations published by GERFLOR.

**Note: The use of GERPUR adhesive is an essential component of the System. GERFLOR cannot guarantee the same level of performance from a different adhesive. Therefore, if the Customer chooses to use a different adhesive, GERFLOR can make no warranties regarding mold growth on, within, or directly under the installed flooring. Further, if the Customer chooses to use a different adhesive, GERFLOR warrants that the Product will be free from manufacturing defects for a period of ten (10) years from the date of installation, subject to all terms and provisions herein.**

GERFLOR must be permitted to inspect an installation site and obtain samples from the material, the adhesive, or the substructure below before determining the validity of a claim.

Testing of the slab, if a failure occurs, will be solely at Customer's expense. Test results from a qualified independent source must be provided to GERFLOR in full upon completion results shall include, in the event of a claim implicating moisture levels, tests of moisture levels in the slab. It is understood that test results may vary at any moment and only determine the conditions at the time of testing. Therefore, GERFLOR reserves the right to utilize other information during investigation for evidence of conditions causing either directly or indirectly a confirmed failure. GERFLOR retains the right to perform its own testing if deemed necessary.

This Limited Warranty does not cover damages caused, completely or in part, by situations outside of GERFLOR's control, including but not limited to damages caused by:

- Use of material in a manner for which it was not designed;
- Fire, explosion, specific weather conditions or natural catastrophes;
- Faulty installation;
- Accidents or other fortuitous events;
- Normal wear and tear;
- Errors in design or construction of the installation site;
- Defective adhesive or faulty gluing leading to a lack of adhesion between the Product and the floor support, whether it be cement or any other material, due to an increase in humidity, presence of moisture above 15lbs or 98%RH, trapped water vapor or otherwise;
- Defective floor support;
- Defective or absent "vapor barrier";
- Failure by the companies or individuals responsible for the installation to comply with specifications and rules of the trade;
- Defective joints and soldering;
- Negligence, inadequate cleaning or inappropriate maintenance procedures;
- The absence of furniture leg floor protection or insufficiency thereof, or any abusive use of the floor covering.

This Limited Warranty does not cover the following damage:

- Unpredictable wear and tear on certain areas;
- Deterioration of shine for whatever reason;
- Change in the Product's initial appearance, particularly in heavy traffic areas and areas subjected to excessive wear and tear due to sand, gravel grit or grime in and around the buildings being brought inside;



- Tinting or fading of the Product due to sunlight, heat or otherwise;
- Injury or loss of life;
- Spots, cuts, scratches, dips, grooves, scrapes, perforations, tears, indentations caused by loads greater than the specified static weight limit, burn marks, fading caused by carpet dye residue, rubber underside or other synthetic material used for carpets or doormats, painted or asphalted surfaces.

The sole recourse against GERFLOR under this Limited Warranty, following installation of the System will be the supply by GERFLOR of a replacement product of substantially equal quality to the Product from the existing line of GERFLOR products on the claim date, excluding installation and removal costs, and only for the portion of the Product that is defective (following inspection and verification by GERFLOR). Any other compensation, for damages or otherwise, of whatever nature, or under any theory is excluded from this Limited Warranty.

The replacement product will be supplied at no charge, excluding installation and removal costs, under the terms set forth in this Limited Warranty.

**WARRANTY AND LIABILITY LIMITS**

THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY. GERFLOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY IN SUCH STATE OR JURISDICTION

TO THE FULL EXTENT PERMITTED BY LAW, GERFLOR IS NOT AND SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, WHETHER ARISING IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, LOSS OF USE, DAMAGE TO OTHER PROPERTY, THE COST OF REMOVING AND REINSTALLING GERFLOR SPORTS FLOORING, ATTORNEYS' FEES, AND ANY LIABILITY YOU MAY HAVE WITH RESPECT TO ANY OTHER PERSON, EVEN IF GERFLOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF GERFLOR SHALL BE THE SUPPLY OF REPLACEMENT FLOORING TO THE EXTENT SPECIFIED IN THIS LIMITED WARRANTY AND PAY FOR REMOVAL AND INSTALLATION OF THE DAMAGED AREA. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATE OR JURISDICTION. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS UNDER LAW, WHICH MAY VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

**TIME LIMIT FOR PLACING A CLAIM**

To be admissible, all claims under this Limited Warranty must be made by registered mail with return receipt addressed to GERFLOR, at the address indicated at the top of this warranty, accompanied by the purchase invoice for the Product, within THIRTY DAYS following discovery of the claimed defect and within the aforementioned warranty time limit. If any clauses of this Warranty conflict with the law of a given jurisdiction, that clause will be considered inapplicable with the remaining text of the Warranty remaining unaffected.

This Limited Warranty shall be governed and construed in accordance with the laws of the State of Illinois without regard to any choice of law principles. All disputes that may arise between Customer and GERFLOR relating in any way to this Limited Warranty, to the extent such disputes cannot be resolved by negotiation between Customer and GERFLOR, shall be decided by arbitration carried out in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. In the event of such a dispute, arbitration may be initiated by a request for arbitration by either party hereto addressed to the other party, and shall be completed within sixty (60) days of such request unless extended because of unavailability of an arbitrator or other events beyond the control of either party. The arbitrator shall be chosen by mutual agreement of the parties and, in the event the parties cannot so agree, either party may file a written application to have the arbitrator designated by the American Arbitration Association. The arbitration proceeding shall take place in Chicago, Illinois or such other location as the parties shall agree and shall be conducted in accordance with the Commercial Arbitration "Expedited" Rules of the American Arbitration Association. The arbitrator shall have all powers necessary to determine the issues presented, including without limitation, but subject to the terms of this Limited Warranty, any damages. The decision of the arbitrator shall be final and conclusive, both as to costs and the merits, and the parties agree that they shall be bound by the decision.

Warranty	System Chart		
15 Years	Sport M Plus Dry-Tex + GERPUR adhesive	Sport M Performance Dry-Tex + GERPUR adhesive	Mipolam Premium Dry-Tex + GERPUR adhesive

CONSENT  
AGENDA ITEM # \_\_\_\_\_

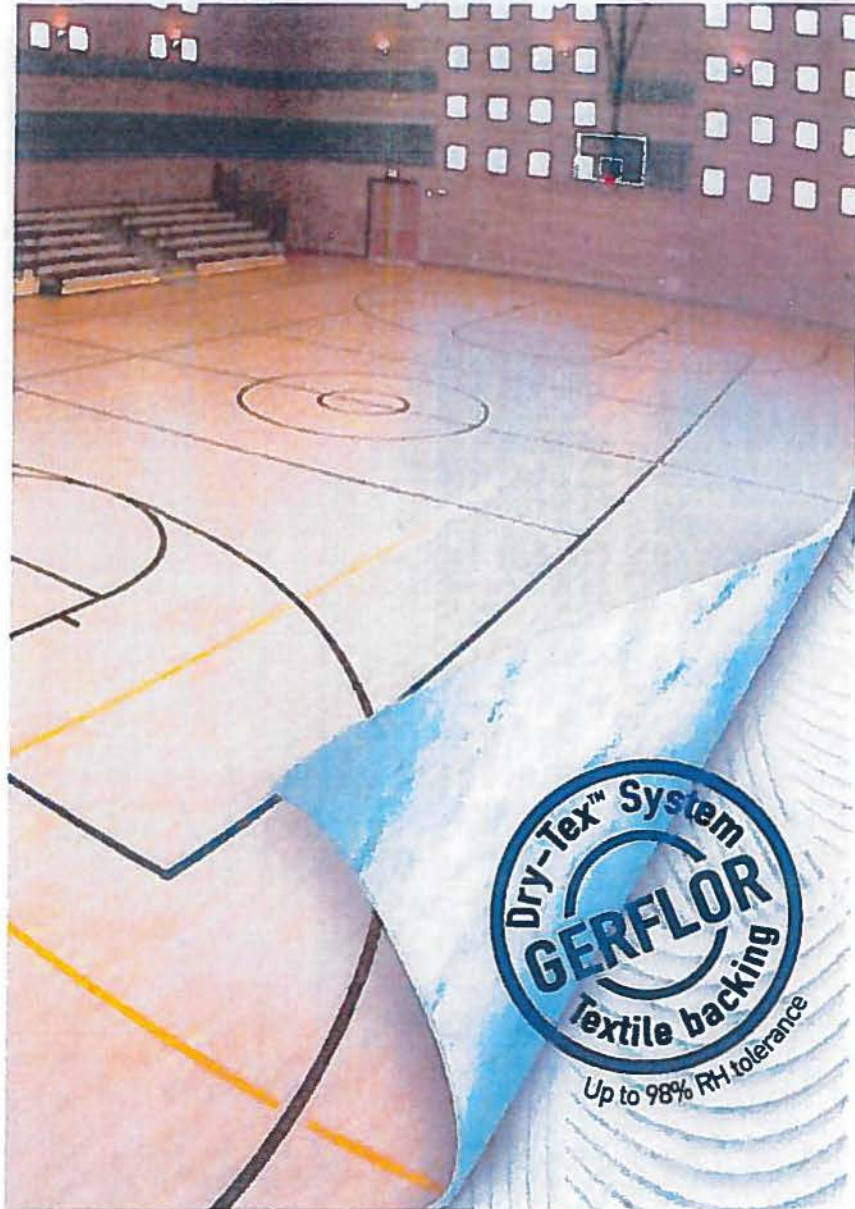
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# TARAFLEX® DRY-TEX™ SYSTEM

THE PROVEN SOLUTION FOR HIGH MOISTURE SUBFLOORS

gerflorusa.com



**Gerflor.**  
theflooringroup

CONSENT  
AGENDA ITEM # \_\_\_\_\_

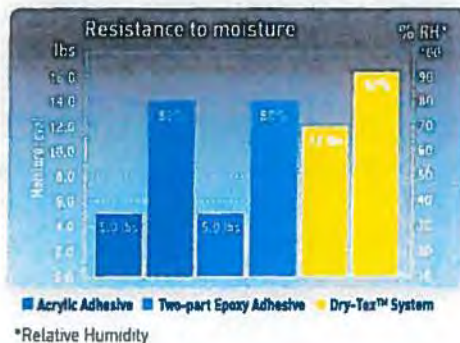
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# DRY-TEX™ SYSTEM: THE PROVEN SOLUTION FOR HIGH MOISTURE SUBFLOORS

**The Taraflex® Dry-Text™ System** has revolutionized the # 1 issue in flooring installation : excessive moisture. It has been proven to sustain up to 98% RH / 15 lbs moisture. It's the only moisture mitigation system integrated within the layers of the actual sports flooring eliminating extra steps or costs at installation. **ONE STEP - ONE SOLUTION - NO COSTLY SURPRISES**

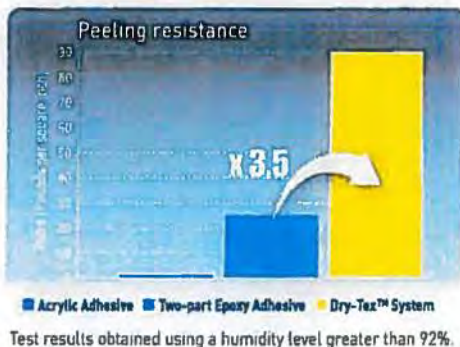


Save time and money by using the Dry-Text™ System.



- ▶ A single source solution eliminating additional preparation requirements needed for topically applied moisture mitigation products.
- ▶ No more delays between the delivery and the installation of the floor due to an excessive subfloor moisture level.
- ▶ Reduce downtime and install with greater confidence using the Dry-Text™ system.
- ▶ One system for complete protection against moisture related resilient flooring failures.

Safe and secure bonding up to 98% RH per ASTM F2170 and 15 lbs of moisture per ASTM F1869



The revolutionary and unique combination of Gerflor's Dry-Text™ backing in conjunction with the Gerpur adhesive offers up to **3.5 times** the bonding strength of conventional two-part epoxy adhesives.

Strong, secure, and guaranteed to remain bonded.



The strength of the adhesive remains impressive even when subjected to higher levels of humidity. As a result, the foot traffic resistance of the floor is 20 times greater with the bonding power of the Dry-Text™ system than with conventional two-part epoxy adhesives. **Confidence, experience, and the right system are the keys to successful installations.**

\*Results obtained using the castor chair test. Test results obtained using a humidity level greater than 92%.

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# THE NUMBER ONE ISSUE IN FLOORING: HIGH MOISTURE SUBFLOORS

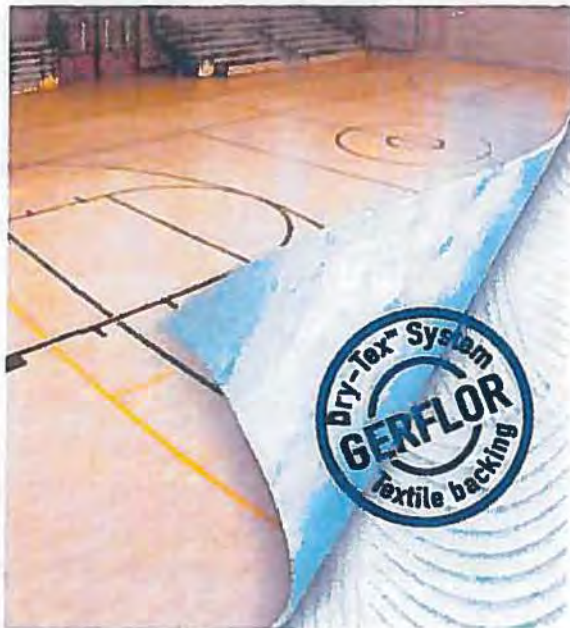
NOW SOLVED WITH TARAFLEX® DRY-TEX™ SYSTEM

A proven solution since 2009 that holds up to 98% RH / 15 lbs subfloor moisture



## How it works

- ▶ **DTx™** is a revolutionary process integrating a textile material with the CXP™HD foam backing; this textile backing allows a stronger bonding of the adhesive onto the Taraflex® sports floor.
- ▶ **GERPUR** is a proprietary moisture cured adhesive using breakthrough technology, which reacts to humidity; the higher the moisture, the quicker the bonding!



## Product benefits

- ▶ **Save Money:** the only direct glue solution that doesn't require the purchase of additional moisture barriers.
- ▶ **Save Time:** no more delays between the delivery and the installation of the floor due to an excessive subfloor moisture level. No need to install time-consuming additional moisture barriers.
- ▶ **Greater Reliability:** the unbeatable bonding strength of Taraflex® Sports Flooring to the slab gives the floor a higher resistance to foot traffic.

One source, one system, one solution.

### Installation criteria:

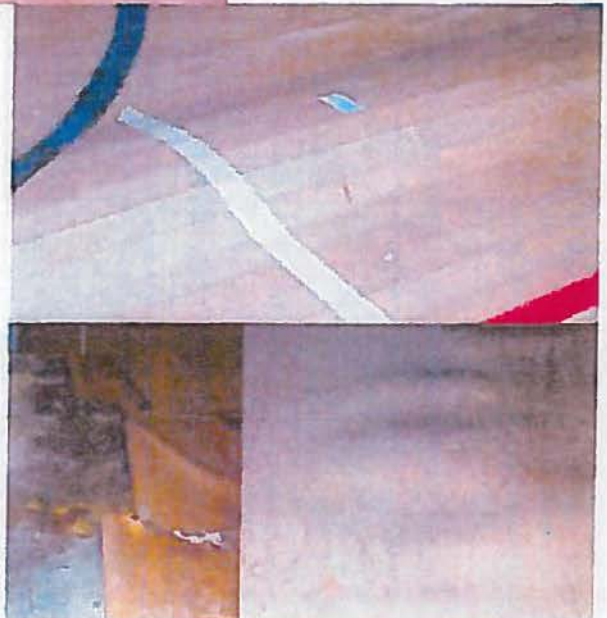
Moisture	Up to 98% RH / 15 lbs
Flatness	1/8" in 10 ft. radius
Surface	Concrete slab

# TARAFLEX® DRY-TEX™ SYSTEM

Secure your success with the Taraflex® Dry-Tex™ System



Failure doesn't have to be an option.



# PLAY

CONSENT  
AGENDA ITEM # \_\_\_\_\_

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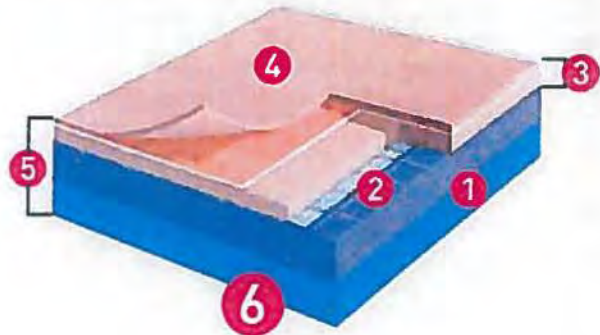
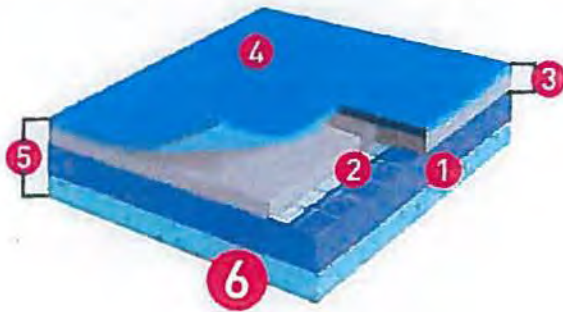


# TARAFLEX® SPORT M PLUS DTX™

# TARAFLEX® SPORT M PERFORMANCE DTX™

- ▶ Solution for sports activity and Multi-Use
- ▶ ASTM F 2772 - Class 2
- ▶ 22% ≤ 33% shock absorption

- ▶ Superior comfort and shock absorption
- ▶ ASTM F 2772 - Class 3
- ▶ 34% < 46% shock absorption



UP TO 98% RH/15 lbs OF SUBFLOOR MOISTURE RESISTANCE

- 1 CXP™ HD closed-cell foam backing
- 2 Fiberglass grid
- 3 D-Max™ multi-layer surface
- 4 Triple-Action ProtecSol® surface treatment
- 5 Sanosol® anti-bacterial and fungicidal treatment
- 6 DTx™ textile backing



The original and market benchmark reaches another level.

Just when you thought indoor sports flooring couldn't perform any better, Taraflex® proves once again to be the most innovative solution with its Dry-Tex™ System. Taraflex® Sport M Plus DTX™ and Taraflex Sport M Performance DTX™ are the first and only flooring systems with a moisture barrier solution integrated within the floor layers and still provide the same outstanding sports flooring properties for competition and leisure.

- ▶ Even greater value for your money.
- ▶ Available in a broad range of colors and wood designs.



6681  
Teak



6445  
Laguna



6426  
Horizon



5321  
Sandstone



6211  
Gold



6134  
Tangerine

CONSENT  
AGENDA ITEM #

H

# TECHNICAL DATA

Description	Standard	Requirement	Units	TaraMax Sport M Plus Design	TaraMax Sport M Performance Design
Dry-Tex™ System	-	-	-	<b>D</b>	<b>D</b>
Moisture Tolerance	ASTM F 2170 ASTM F 1869	-	-	98% RH 15 lbs.	98% RH 15 lbs.
<b>Product Description</b>					
Surface complex	-	-	-	D-Max™ / D-Max +™	D-Max™ / D-Max +™
Roll length	EN 426	-	lm	26,4	26,4
	-	-	ft	86'6"	86'6"
Width	EN 426	-	lm	1,5	1,5
	-	-	ft	4'11"	4'11"
Total thickness	EN 428	-	mm	7	9
	-	-	inch	0.27"	0.35"
Weight	EN 430	-	lbs/sq.ft.	0.95	1.1
	-	-	kg/sqm	4.6	5.4
Foam backing	-	-	-	Double density CXP-HD™	Double density CXP-HD™
<b>Sport Characteristics</b>					
Sport properties	ASTM 2772	-	-	Class 2	Class 3
Vertical deformation	EN 14809	≤3.5	mm	≤2	≤3
Coefficient of Friction	EN 13036-4	80 to 110	-	80 - 110	80 - 110
	DIN 18032	0.4 to 0.6	-	0.4 - 0.6	0.4 - 0.6
Ball bounce	EN 12235	≥ 90	%	≥ 96	≥ 96
<b>Technical Characteristics</b>					
Chemical product resistance	ASTM D 543	-	-	Excellent	Excellent
Static load limit	ASTM F 970	≤0.05"	inch	≤0.05"	≤0.05"
Resistance to a rolling load	EN 1569	≥ 1500	N	≥ 1500	≥ 1500
Fire rating	ASTM/ E 648	Class 1	Class	Class 1	Class 1
Norme Fire	Car/VULC S102.2	-	-	Tested in accordance	Tested in accordance
Environmental Certification	-	-	-	Floorscore™	Floorscore™
<b>Treatments</b>					
Ease of maintenance	-	-	-	Triple-Action Protectsol®	Triple-Action Protectsol®
Anti friction burns	-	-	-	Triple-Action Protectsol®	Triple-Action Protectsol®
Anti bacterial and fungicidal treatments	-	-	-	Sanosol®	Sanosol®

Gerflor associate member of:



6146  
Coral



6756  
Silver Gray



6535  
Lawn



6512  
Green



6507  
Forest Green



6630  
Black

CONSENT  
AGENDA ITEM #

H



TARAFLEX®: THE PAST, PRESENT  
AND FUTURE OF SPORTS FLOORING



Gerflor, through IHF and FIVB agreements, will supply courts for Handball and Volleyball tournaments during the next Olympic Games in London in 2012.

Taraflex® is the most widely specified sports surface in the world, it has been selected for nine consecutive Olympic Games from Montreal in 1976 to Beijing in 2008 for indoor surfaces like Handball, Volleyball, Badminton and Table Tennis.



6130  
Blue



6457  
Blueberry



6180  
Red



6381  
Maple Design



6575  
Oak Design

CONSENT  
AGENDA ITEM #

4

Gerflor USA  
Phone: 877-GERFLOR (437-3557)  
Email: info@gerflorusa.com

Gerflor Canada  
Phone: 438-333-0752  
Email: gerflorcanada@gerflor.com

gerflorusa.com  
gerflorcanada.com

ARCHITECTURE  
DECORATION  
SPORT  
TECHNOSPECIFIC

REC 120111 1751 580 132 - illustrations: JFF - Cr&A; photo: Gettyimages - Printed in CIE - 209 209 - 03-2012 - USA



Committed to sustainable development

**Gerflor.**  
theflooringgroup

CONSENT  
AGENDA ITEM #

4

# CONSENT ITEM

5



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

August 10, 2017

3. REQUESTED MOTION/ACTION:

Staff's recommendation is to approve the most responsive bid from Playmore Recreational Products and Services in the amount of \$29,967.90.

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)

On August 1, 2017, Staff received one (1) sealed bid for the Frank Brown Park Interactive Playground Unit. Playmore Recreational Products and Services was the one and only responsive bid in the amount of \$29,967.90 in which they offered a NEOS 360 ADA Interactive Playground Unit. Please see attachment. As this was advertised nationally with City Attorney's assistance, only Playmore Recreational Products and Services were able to provide this type of interactive play.

In Attachment C of the Bid Packet you will find the planned Frank Brown Park Playground Rehab. Staff has been preparing the Playground area for a fall and winter complete rehab of the Frank Brown Park Playground. Over the last couple of months some of the concrete repair and site preparation has been completed. We will now begin to develop the Imagination Playground next to the large Pavilion. This purchase of an Interactive Handicap Accessible Playground Unit "Neos 360" is a big piece of the Imagination Playground. Once the Imagination Playground is developed and opened to the public, the old Playground will be closed for the development of the new proposed playground areas.

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 Playmore Recreational Products and Services the Frank Brown Park Interactive Playground Unit bid in the amount of \$29,967.90.

**RESOLUTION 17-125**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PLAYMORE RECREATIONAL PRODUCTS AND SERVICES IN THE AMOUNT OF \$29,967.90 FOR NEOS 360 ADA UNIT FOR THE FRANK BROWN PARK INTERACTIVE PLAYGROUND; AND PROVIDING AN IMMEDIATELY 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 Playmore Recreational Products relating to the NEOS 360 ADA Interactive Playground Unit for Frank Brown Park in the basic amount of Twenty Nine Thousand Nine Hundred Sixty Seven Dollars and Ninety Cents (\$29,967.90), 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 \_\_\_\_\_, 2017.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

Resolution 17-125

CONSENT  
AGENDA ITEM #

5

**CITY OF PANAMA CITY BEACH  
BID TABULATION**

Bidder	Address	Information	Price
Playmore Recreational Products and Services	10271 Deer Run Farms Road #1 Fort Myers, FL 33966	Playworld NEOS 360 ADA	<b>\$29,967.90</b>

5

CONSENT  
AGENDA ITEM #



**PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: 7-25, 2017.

**Frank Brown Interactive Playground Unit**

The Undersigned, as Bidder, hereby declares that they have examined the proposal 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, to furnish all labor, materials and supplies to install free and clear the Frank Brown Interactive Playground Unit in complete accord with the described and reasonably intended requirements of this request for proposals and the specifications submitted by Bidder to satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further agrees hereby to complete the Frank Brown Park interactive playground unit install by September 30<sup>th</sup>, 2017, with liquidated damages thereafter of \$100.00 per day.

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

**SUMMARY DESCRIPTION OF THE UNIT AND LUMP SUM PRICE:**

Summary description of the Unit: Playworld NEOS 360 ADA (Pg 89-cat.)

Note: A detailed description not exceeding 7 pages, including a photograph of the Unit, must be attached to this Proposal.

Lump sum price for the Frank Brown Park Interactive Playground Unit: \$ 29,967.90.

Specify terms of any deposit or write "none required": none required

Name of SUPPLIER: Playmore Recreational Products and Services

ADDRESS: 10271 Deer Run Farms Rd | CITY: Fort Myers STATE: FL ZIP: 33966

EMAIL ADDRESS: info@playmoreonline.com PHONE: 239-791-2400

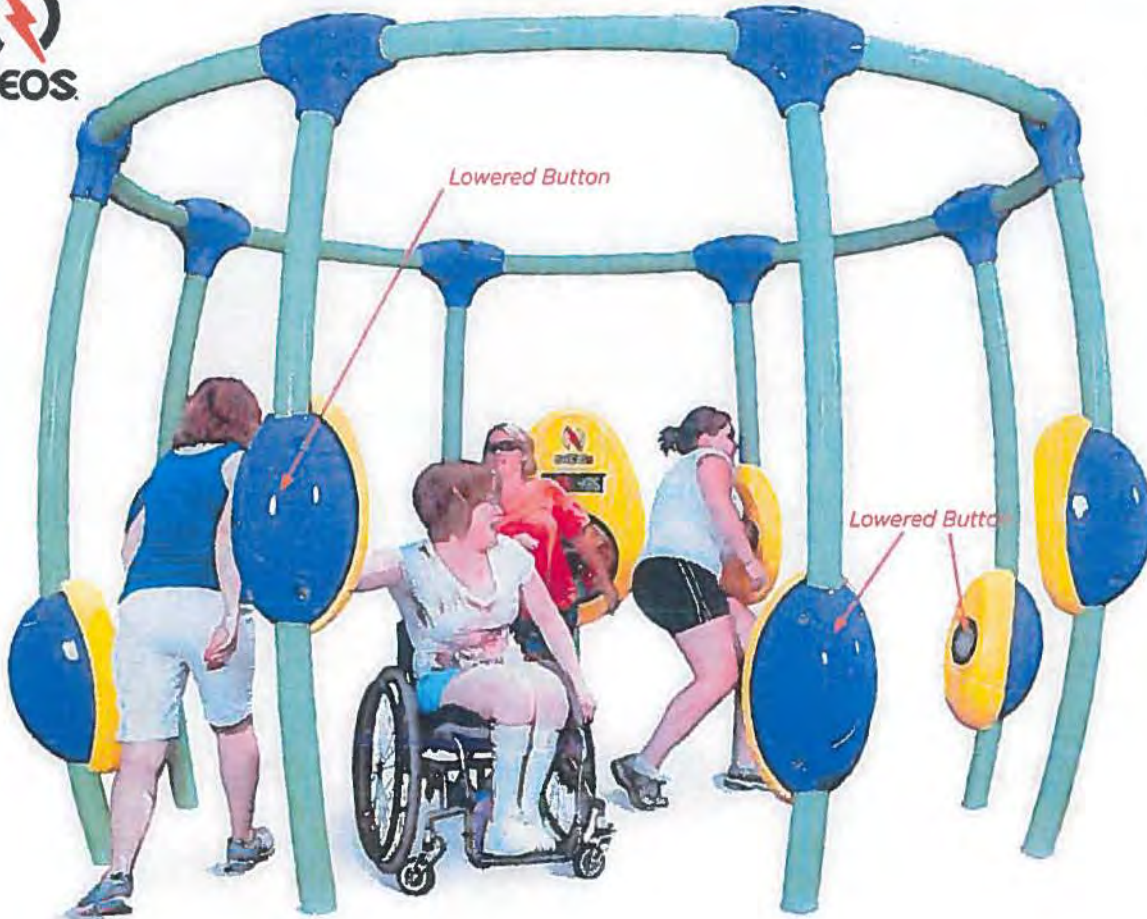
**References: Please list 3 successful installs of the unit you propose including:**

Name	Location	Address or Email	Phone Number
<u>Oakmont HOA</u>	<u>Gainesville, FL</u>	<u>11619 SW 24<sup>th</sup> Ave.</u>	<u>352-231-0991</u>
<u>Tamaya HOA</u>	<u>Jacksonville, FL</u>	<u>12968 Meritage Blvd.</u>	<u>904-220-7600</u>
<u>MK Lewis School</u>	<u>Panama City, FL</u>	<u>203 N East Ave.</u>	<u>850-814-0227</u>

SIGNATURE -- (Confirming all information above is correct) TJ Russell

Print Name: Ryan Russell and Print Title President

# NEOS<sup>®</sup> 360 Accessible



## Everyone can play.

- **Accessible** - lower top button height of 3' 4" (1m) means players of all ages and abilities will have an easier reach, even the youngest ones.
- **Visually stimulating** - circular design builds peripheral vision, auditory and spatial awareness skills.
- **Self-contained play station** - includes a user control panel just outside the circle of play with player instructions on the back.
- **Ergonomic** - eight LED light buttons; top buttons were designed so a 7-year-old can reach them without jumping, 5' (1,52m) in height, 6" (0,15m) below the original NEOS.
- **Energy-efficient** - uses less power than a 100-watt light bulb during play. If not in use, it enters Rest Mode, and it will come back to life upon the touch of any button.
- **Compact** - 10' (3,05m) diameter footprint; concrete pad measuring 14½' x 12' (4,42m x 3,66m) is sufficient to provide space for NEOS 360 and players.
- **Customizable** - choose one plastic color, one post color, and one component color.

Page 2 of 3

Lewisburg, PA

| 800 233 8404

| +1 570 522 9800

| Playworld.com

 **PLAYWORLD**  
 CONSENT The world needs play.  
 AGENDA ITEM #

5

# REQUEST FOR PROPOSALS

## Frank Brown Park INTERACTIVE PLAYGROUND UNIT

CITY OF PANAMA CITY BEACH, FLORIDA

July 21, 2017



## **NOTICE OF REQUEST FOR SEALED PROPOSALS**

### **Frank Brown Park Interactive Playground Unit**

The City of Panama City Beach hereby solicits sealed proposals for an interactive and special needs accessible youth playground unit to be located upon an existing concrete pad in Frank Brown Park in the City.

Sealed proposals will be received until **2:00PM Central Daylight Time, August 1<sup>st</sup>, 2017**, at the City of Panama City Beach City Hall Annex, 110 S Arnold Road, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked "Sealed Bid- Panama City Beach – Frank Brown Park Interactive Playground Unit.

Copies of the specifications may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City's Website at [www.pcbgov.com](http://www.pcbgov.com). The point of contact for obtaining specifications is Cheryl Joyner, email address [cjoyner@pcbgov.com](mailto:cjoyner@pcbgov.com). No specifications will be issued to suppliers later than seventy-two (72) hours prior to the time indicated above for receiving bids.

Proposals must be submitted upon the standard form contained in the Specifications with such attachments as may be authorized there.

The City reserves the right to (1) reject any and all bids and to waive any informality in bids received, and (2) to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Bids shall be firm for a period of 60 days after opening.

END.

**PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: \_\_\_\_\_, 2017.

**Frank Brown Interactive Playground Unit**

The Undersigned, as Bidder, hereby declares that they have examined the proposal 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, to furnish all labor, materials and supplies to install free and clear the Frank Brown Interactive Playground Unit in complete accord with the described and reasonably intended requirements of this request for proposals and the specifications submitted by Bidder to satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further agrees hereby to complete the Frank Brown Park interactive playground unit install by September 30<sup>th</sup>, 2017, with liquidated damages thereafter of \$100.00 per day.

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

**SUMMARY DESCRIPTION OF THE UNIT AND LUMP SUM PRICE:**

Summary description of the Unit:

**Note: A detailed description not exceeding 7 pages, including a photograph of the Unit, must be attached to this Proposal.**

Lump sum price for the Frank Brown Park Interactive Playground Unit: \$ \_\_\_\_\_.

Specify terms of any deposit or write "none required": \_\_\_\_\_.

**Name of SUPPLIER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**References: Please list 3 successful installs of the unit you propose including:**

Name	Location	Address or Email	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**SIGNATURE** – (Confirming all information above is correct) \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **and Print Title** \_\_\_\_\_

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## Frank Brown Park Interactive Playground Unit

### PART 1 - GENERAL DESCRIPTION

Outdoor and uncovered, stand-alone, interactive computer gaming playground unit or structure which is openly accessible to, and able to be utilized by, children of all abilities from multiple sides; containing a minimum of 8 play stations or nodes at varying heights and accommodating a minimum of 8 simultaneous users; capable of conducting multiple types of computer games and containing computing components capable of receiving software upgrades, new applications and associated hardware expansions and upgrades.

### PART 2 – CERTAIN TERMS AND CONDITIONS

- 1) Delivery and installation must be completed by September 30<sup>th</sup>, 2017, with liquidated damages of \$100.00 per day thereafter.
- 2) Minimum bidder's 12-month warranty on installation parts and labor.
- 3) Minimum manufacturers' 12-month warranty on unit.
- 4) 10-year manufacturers' warranty against chipping, delaminating, and fading of structure.
- 5) 3 year extended parts and service warranty or service contract for the electronics of the unit, including routine maintenance and repair, virus and malware protection and repair, installation of hardware and software upgrades, and related matters.
- 6) Unit must be handicap and wheelchair accessible.
- 7) Interactive Playground Unit will be able to be installed and operated on an existing pad of concrete which is 20' by 20'. It is the bidder's responsibility to confirm the measurement and suitability of the pad in all respects, including without limitation dimensions, composition and structural integrity. (See Attachment D)
- 8) Electrical conduit in the pad of concrete is available if needed. Electrical work will be the responsibility of the City.
- 9) The color desired is royal blue, green and orange.
- 10) The City will be responsible for providing and maintaining electrical service to the unit.

### PART 3 – DATES

1. Sealed Proposals Due Tuesday August 1, 2017 at 2:00pm at City Hall Annex, 110 South Arnold Road, Panama City Beach
2. Proposals will be opened at 2:10 pm at that same time and place;
3. City Council Approval August 10, 2017,
4. Job awarded August 11, 2017
5. Job to be completed by September 30, 2017.

## PART 4 – LIST OF RFP EXHIBITS

### EXHIBIT A

Certificate of Tax Exemption

### EXHIBIT B

Location of where the Interactive Playground Unit will be installed

### EXHIBIT C

Frank Brown Park Proposed Future Playgrounds

### EXHIBIT D

Pictures of the Frank Brown Park Imagination Playground Concrete Pad

0000062 03/22/17



**Consumer's Certificate of Exemption**

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 10/15

85-8012646470C-9	05/31/2017	05/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF PANAMA CITY BEACH  
110 S HIGHWAY 79  
PANAMA CITY FL 32413-2140

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



**Important Information for Exempt Organizations**

DR-14  
R. 10/15

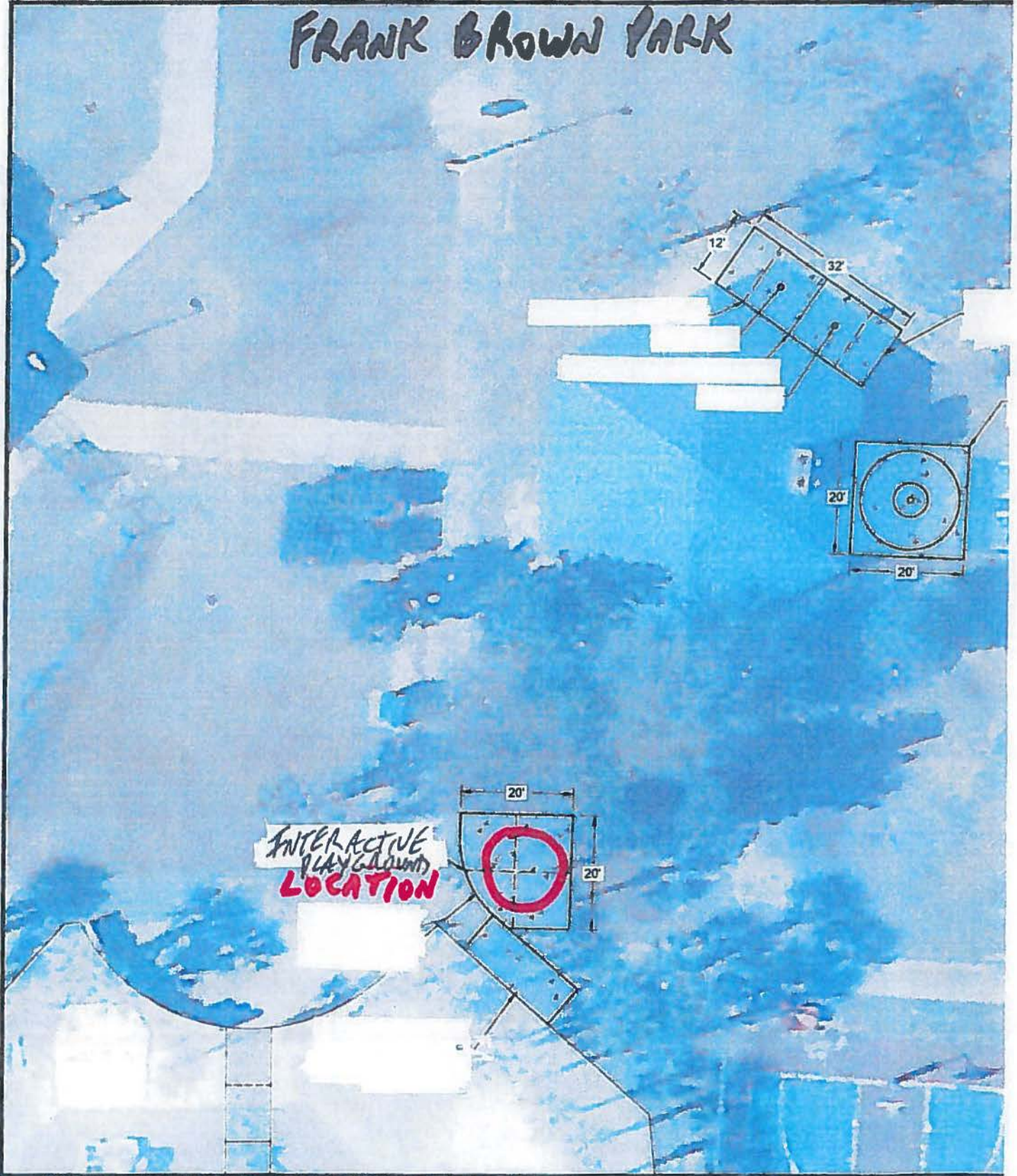
1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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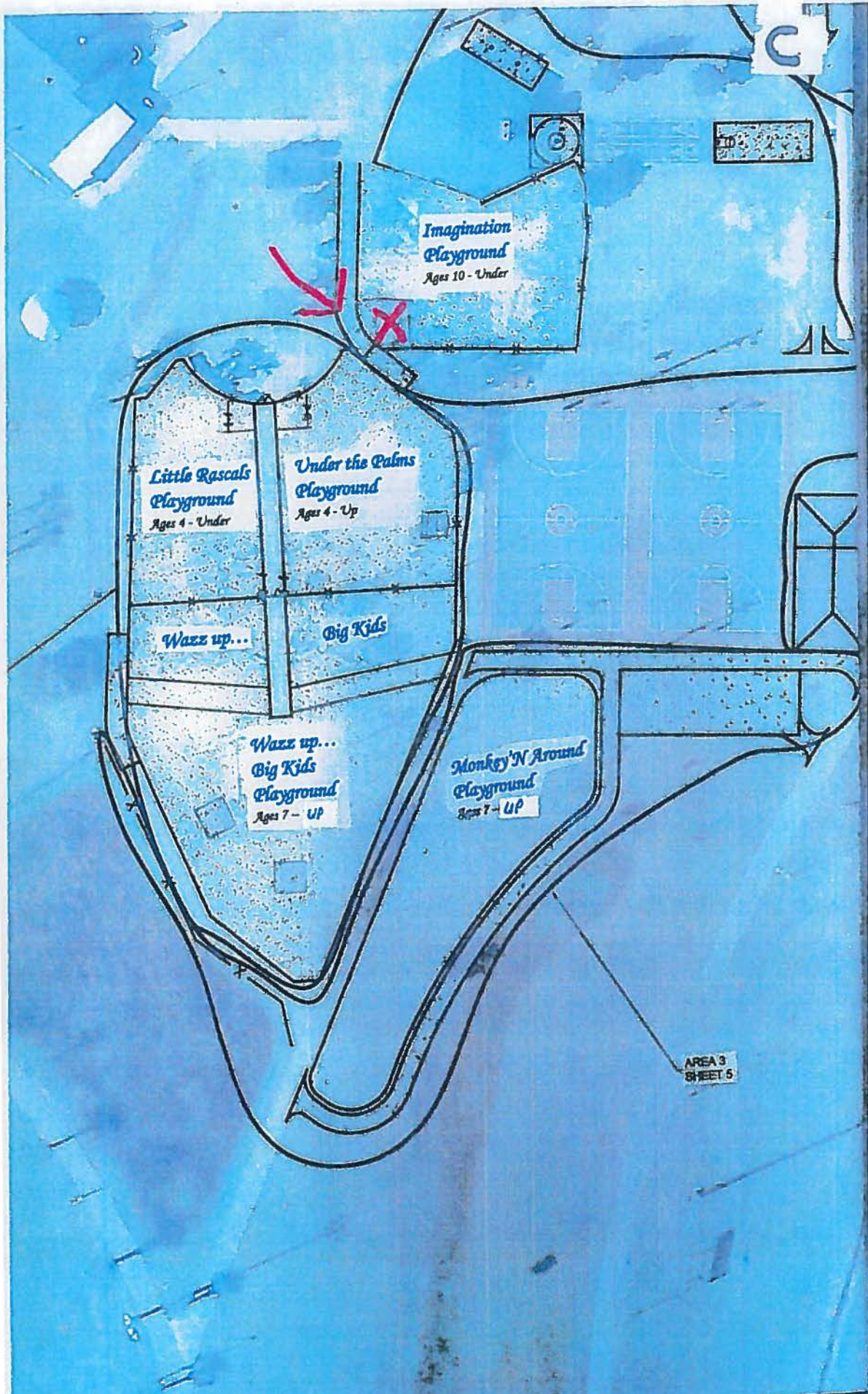


FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG

# FRANK BROWN PARK



Date: Jan 16, 2017, 8:24am © M/W File P:\12047 Frank Brown Park Master Plan\1 CML\Folder\Drawings\Aerial Exhibit.dwg





D



# REGULAR ITEM

1



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Stormwater/Kelly Jenkins

2. MEETING DATE:

08/10/2017

3. REQUESTED MOTION/ACTION:

Approve Resolution providing the new City Stormwater Rate Study methodology and public notification.

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)

During a regularly scheduled City Council meeting on June 22, 2017 staff and Ennead LLC presented the findings of the recently updated stormwater rate study. Ennead LLC "Ennead" and Public Utility Management and Planning Services "PUMPS" were provided current and past budgets for personnel, operating expenses and capital projects by City staff to analyze and update this study.

In order to implement the updated methodology set forth in the updated study, the City is required to adopt this initial resolution amending the assessment methodology, and providing notice for a public hearing in which a final assessment resolution will be adopted to confirm the methodology and the assessment roll prepared using it.

CONSENT  
AGENDA ITEM # 1  
AGENDA ITEM # \_\_\_\_\_

**CITY OF PANAMA CITY BEACH, FLORIDA**

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**STORMWATER SERVICE ASSESSMENT  
INITIAL ASSESSMENT RESOLUTION**

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**ADOPTED August 10 , 2017**

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**TABLE OF CONTENTS**

	<u>PAGE</u>
<b>ARTICLE I</b>	
<b>INTRODUCTION</b>	
SECTION 1.01. AUTHORITY .....	1
SECTION 1.02. DEFINITIONS .....	2
SECTION 1.03. INTERPRETATION .....	8
SECTION 1.04. FINDINGS.....	8
<b>ARTICLE II</b>	
<b>NOTICE AND PUBLIC HEARING</b>	
SECTION 2.01. ESTIMATED STORMWATER MANAGEMENT SERVICE COST .....	12
SECTION 2.02. STORMWATER SERVICE ASSESSMENT ROLL .....	12
SECTION 2.03. PUBLIC HEARING.....	13
SECTION 2.04. NOTICE BY PUBLICATION .....	14
SECTION 2.05. NOTICE BY MAIL .....	14
<b>ARTICLE III</b>	
<b>ASSESSMENTS</b>	
SECTION 3.01. ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY.....	14
SECTION 3.02. IMPOSITION OF ASSESSMENTS.....	14
SECTION 3.03. APPORTIONMENT APPROACH; DETERMINATION OF EQUIVALENT RESIDENTIAL UNIT.....	15
SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS .....	18
SECTION 3.05. COLLECTION OF ASSESSMENTS.....	18
SECTION 3.06. MITIGATION .....	18
SECTION 3.07. EXEMPTION .....	25
SECTION 3.08. GOVERNMENT PROPERTY .....	25
<b>ARTICLE IV</b>	
<b>GENERAL PROVISIONS</b>	
SECTION 4.01. CONFLICTS.....	26
SECTION 4.02. SEVERABILITY .....	26
SECTION 4.03. EFFECTIVE DATE.....	26

APPENDIX A FORM OF PUBLISHED NOTICE  
APPENDIX B FORM OF MAILED NOTICE



**RESOLUTION NO. 17-119**

**A RESOLUTION OF THE CITY OF COUNCIL OF PANAMA CITY BEACH, FLORIDA, RELATING TO THE DELIVERY AND FUNDING OF STORMWATER RELATED ESSENTIAL SERVICES WITHIN THE CITY; PROVIDING FOR STORMWATER SERVICE ASSESSMENTS WITHIN THE ENTIRE AREA OF THE CITY; ESTIMATING THE SERVICE COST TO PROVIDE STORMWATER RELATED ESSENTIAL SERVICES AND CAPITAL EQUIPMENT AND FACILITIES; ESTABLISHING THE METHOD OF ASSESSING THE STORMWATER RELATED SERVICE COST AGAINST REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY STORMWATER SERVICE ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED STORMWATER SERVICE ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

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

**ARTICLE I  
INTRODUCTION**

**SECTION 1.01. AUTHORITY.** This Resolution of the City of Panama City Beach, Florida (the "City"), is adopted pursuant to City Ordinance No. 947, as amended from time to time and codified in Chapter 28 of the Code of Ordinances of the City of Panama City Beach (the "Assessment Ordinance"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION 1.02. DEFINITIONS.** This Resolution constitutes the Initial Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

**"Assessment Ordinance"** means City Ordinance No. 947, codified in Chapter 28 of the City Code, as may be amended from time to time, or its successor in function.

**"Capital Cost"** means that portion of the Stormwater Management Service Cost associated with planning, design and construction activities related to Stormwater Improvements and Stormwater Management Service including, by way of example but not limited to, the cost of stormwater master planning and stormwater program.

**"City"** means the City of Panama City Beach, Florida.

**"City Clerk"** means the clerk of the City Council.

**"City Code"** means the City Code of Ordinances.

**"City Engineer"** means the person or firm designated by the City Council or City Manager to receive and process any applications for Mitigation Credit, more particularly described in Section 3.03 hereof.

**"City Manager"** means the chief administrative officer of the City, or such person's

designee responsible for coordinating calculation and collection of Assessments as provided herein.

**“Council”** means the governing body of the City of Panama City Beach, Florida.

**“Developed Property”** means real property that is developed entirely or in part with Impervious Area.

**“Development”** means the process or result of construction, reconstruction, site improvement, installation of improvements, establishment of a temporary or accessory use or structure, or other modification to land or a body of water.

**“Equivalent Residential Unit”** or **“ERU”** means the Assessment Unit described in Section 3.03 hereof. The ERU is the standard unit used to express the stormwater burden generated or benefit received by each Tax Parcel after taking into consideration any mitigation resulting from privately maintained Stormwater Mitigation Facilities and other factors affecting the quantity, quality, or rate of stormwater runoff.

**“Exempt Property”** means property expressly exempted from Stormwater Service Assessments by this Resolution.

**“Fiscal Year”** means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

**“Government Property”** means property owned by the United States of America, the State of Florida, a sovereign state or nation, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

**“Impervious Area”** means hard surfaced areas resulting from Development which either prevent or severely restrict the entry of water into the soil mantle and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to Development. Impervious Areas include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, tennis courts, swimming pools with impervious bottoms, storage areas, and other surfaces which similarly affect the natural infiltration and runoff pattern which existed prior to Development.

**“Mitigation Credit”** means a credit against a Stormwater Service Assessment for qualified Developed Properties granted in accordance with Section 3.06 hereof.

**“Mitigation Facility”** means a manmade facility or structure legally servient to or located upon the site of a Developed Property which, by its design and function, retains stormwater and thus generates less volume of stormwater from the site or produces stormwater runoff at a lower rate or with less pollutants than would be the case in the absence of such facilities or structure.

**“NPDES”** means the National Pollution Discharge Elimination System.

**“Program Cost”** means that portion of the Stormwater Management Service Cost associated with the administration of the City’s Stormwater Service Assessment program and preparation of the annual assessment rolls, billing and collection of Stormwater Service Assessments, including customer information services and reserves for statutory discounts, record keeping and related activities, development and NPDES permit related activities, together with costs necessary for the operation and maintenance of the Stormwater System, including costs for legal and other consultants.

**“Quality Credit”** means a Mitigation Credit which may be awarded pursuant to Section 3.06 hereof for properly maintained and functioning Mitigation Facilities which meet or exceed the requirements of Section 26-36 of the City Code or its successor in function.

**“Quantity Credit”** means a Mitigation Credit which may be awarded pursuant to Section 3.06 hereof for maintained and functioning Mitigation Facilities which meet or exceed the requirements of Section 26-37 of the City Code or its successor in function.

**“Rate Study”** means the June 2017, City of Panama City Beach Stormwater Rate Study Methodology Report prepared by Public Utility Management and Planning Services, Inc., and Ennead, LLC.

**“Stormwater”** means the flow of water which results from, and which occurs following, a rainfall event.

**“Stormwater Improvement”** means land, capital facilities, and improvements acquired or provided to detain, retain, convey, or treat stormwater.

**“Stormwater Management Service”** means (A) management and administration of the Stormwater System; (B) stormwater program engineering; (C) development, modification and implementation of any stormwater master plan; (D) Stormwater Improvements anticipated to be acquired or constructed during a single Fiscal Year; (E) operating and maintaining of the City's capital facilities and programs for stormwater management, including extraordinary maintenance; (F) equipment and consumables; (G) permitting, inspecting, and reviewing of plans; and (H) legal, engineering, and other consultant services.

**“Stormwater Service Assessment”** or **“Assessment”** means a special assessment (sometimes characterized as a non-ad valorem assessment) levied by the Council to fund the Stormwater Management Service Cost.

**“Stormwater Service Assessment Roll”** means the roll created pursuant to Section 2.04 of the Assessment Ordinance and described in Section 2.02 hereof that includes a summary description of each Tax Parcel subject to the Stormwater Service Assessment, the name of the owner of each Tax Parcel as shown on the Tax Roll, and the number of Equivalent Residential Units attributable to each Tax Parcel.

**“Stormwater Management Service Cost”** means the estimated amount for any Fiscal Year of all expenditures, including but not limited to Capital and Program Costs,

and reasonable reserves that are properly attributable to Stormwater Management Service provided under generally accepted accounting principles. In the event the City also imposes an impact fee upon new growth or development for stormwater related capital improvements, the Stormwater Management Service Cost shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee or which are otherwise funded by such impact fee.

**“Stormwater System”** means the appurtenances, facilities, equipment, and services, including Stormwater Management Service and Stormwater Improvements, necessary for the collection, treatment, storage, and conveyance of storm and surface waters.

**“Tax Parcel”** means a parcel of property to which the Bay County Property Appraiser has assigned a distinct ad valorem property tax identification number.

**“Tax Roll”** means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

**“Undeveloped Property”** means real property which contains no Impervious Area.

**“Uniform Assessment Collection Act”** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations

promulgated thereunder.

**SECTION 1.03. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof", "hereby", "herein", "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The Council desires to create an equitable means to fund the Stormwater Improvements Cost and the Stormwater Management Service Cost, which are related, essential services and capital improvements needed throughout the City.

(B) The City is authorized by Article VIII, Section 2 of the State Constitution, Section 166.021, Florida Statutes, the Assessment Ordinance, the Uniform Assessment Collection Act, and other applicable provisions of law, to provide for the imposition and collection of charges in the form of special assessments; such impositions also being sometimes characterized as non-ad valorem assessments.

(C) The City is experiencing unprecedented growth and redevelopment. The intensity of recent development activity is placing a growing demand on all City services, including those related to stormwater management.



(D) Historically, stormwater management activities within the City have been limited to the construction and maintenance, or merely the existence, of a modest stormwater infrastructure system and roads built or allowed to convey runoff to natural water bodies.

(E) Prior to 2006, the primary source of funding for all stormwater management activities within the City have been in reliance upon legally available revenues through the City's general fund and the resultant funding of stormwater related expenditures by the Public Works Department.

(F) Since 2006, the City has annually levied Stormwater Service Assessments to fund Stormwater Management Service. The rate and methodology established in 2006 by Resolution 06-41 and Resolution 06-53 has not been increased or modified since its initial imposition.

(G) Additional funding needs, such as the cost of National Pollution Discharge Elimination System ("NPDES") permit compliance, increased maintenance and stormwater management demands, and anticipated redevelopment and capital improvement projects have led the City to authorize a new stormwater rate study to assess the sufficiency of this dedicated funding source to ensure it will provide dependable revenue to pay for all, or part of, the City's stormwater management program and to update the methodology as appropriate specifically for the condominium rate class.

(H) The Rate Study has been submitted to and considered by the City Council.

(I) Substantially all of the stormwater that is physically managed, controlled, and treated by the Stormwater System is generated by Developed Property; and the amount of stormwater generated by Undeveloped Property that is managed, controlled, and treated by the Stormwater System is inconsequential and not substantial.

(J) The Stormwater Management Services contemplated herein are Essential Services which possess a logical relationship to the use and enjoyment of, relieve a burden created by and provide a special benefit to, Developed Property by treating and controlling Stormwater generated or contaminated by improvements constructed on Developed Property, which resulted in the alteration of such property from its natural state.

(K) The relief of the burden created, or special benefit received, by Developed Property is the collection, storage, control, management, treatment, and conveyance of the stormwater burden generated by the improvements on Developed Property.

(L) Both Developed and Undeveloped Properties are benefited by compliance with nationally encouraged and in some cases mandated stormwater management planning and the development of an integrated and scalable stormwater management system which enhance the quality of development and redevelopment potential for property and responsibly advance the preservation and protection of natural resources.

(M) The City is an urban area essentially located on a barrier island. Although Undeveloped Property may itself provide a benefit to the Stormwater System by receiving Stormwater, the urban characteristics of the City require that the Council must nonetheless plan Stormwater Improvements and plan and provide Stormwater Management Service to serve all property capable of Development and the cost thereof should be borne by all properties benefited by the availability of such planning and related services.

(N) Accordingly, it is fair and reasonable that all Assessed Property pay an equal share of the Program Cost, and that all Tax Parcels characterized as Undeveloped Property be subject to a minimum Assessment to fund only that portion of the Stormwater Management Service Cost described as the Program Cost.

(O) It is fair and reasonable to impose Stormwater Service Assessments upon Developed Property to fund the Stormwater Management Service Cost.

(P) The rate classification system proposed by the Rate Study and based upon "DOR" Codes" is reasonable and equitable, and will continue to be so as properties within the city develop and change; and it is also manageable and capable of being fairly implemented from year to year without consuming extraordinary and wasteful resources which could better be expended to address Stormwater issues.

(Q) The apportionment method described in the Rate Study and adopted in Section 3.03 hereof bears a reasonable relationship to the cost of providing Stormwater

Improvements and Stormwater Management Service, including stormwater generated by Government Property as Developed Property.

## ARTICLE I

### NOTICE AND PUBLIC HEARING

#### SECTION 2.01. ESTIMATED STORMWATER MANAGEMENT SERVICE COST.

(A) The Council desires to create an equitable means to fund the Stormwater Improvements Cost and the Stormwater Management Service Cost, which are related, essential services and capital improvements needed throughout the City.

(B) The estimated Stormwater Service Assessments established in this Initial Assessment Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the preliminary Stormwater Service Assessment Roll for the Fiscal Year commencing October 1, 2017, as provided in Section 2.02 of this Initial Assessment Resolution.

**SECTION 2.02. STORMWATER SERVICE ASSESSMENT ROLL.** The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Stormwater Service Assessment Roll for the Fiscal Year commencing October 1, 2017, in the manner Provided in Section 2.04 of the Assessment Ordinance. The Stormwater Service Assessment Roll shall include all Tax Parcels within the City which are not otherwise

exempted from payment of the Stormwater Service Assessments hereunder. The City Manager shall apportion the estimated Stormwater Management Service Cost to be recovered through Stormwater Service Assessments in the manner set forth in this Initial Assessment Resolution. A copy of this Initial Assessment Resolution, the Rate Study which summarizes information and analysis related to the estimated amount of the Stormwater Assessed Cost to be recovered through the imposition of Stormwater Service Assessments, and the preliminary Stormwater Service Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Stormwater Service Assessment Roll be in printed form if the amount of the Stormwater Service Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public. Such information shall be available from a link on the City's website, [www.pcbgov.com](http://www.pcbgov.com).

**SECTION 2.03. PUBLIC HEARING.** There is hereby established a public hearing to be held at 6:00 PM on September 14, 2017, in City Council Chambers, City Hall, 110 South Arnold Road, Panama City Beach, Florida, at which time the City Council will receive and consider any comments on the Stormwater Service Assessments from the public and affected property owners and consider imposing Stormwater Service Assessments and authorizing an alternative manner of collection.

**SECTION 2.04. NOTICE BY PUBLICATION.** The City Manager shall direct the publication of a notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in Section 2.05 of the Ordinance. The notice shall be published no later than August 18, 2017, in substantially the form attached hereto as Appendix A.

**SECTION 2.05. NOTICE BY MAIL.** The City Manager shall coordinate with the Bay County Property Appraiser the publication of notice of the public hearing authorized by Section 2.03 hereof on the TRIM notices sent to each Tax Parcel by the Property Appraiser.

### **ARTICLE III**

#### **ASSESSMENTS**

**SECTION 3.01 STORMWATER SERVICE ASSESSMENTS TO BE IMPOSED THOROUGHOUT THE CITY.** Pursuant to Section 2.02 of the Assessment Ordinance, Stormwater Service Assessments are to be imposed throughout the entire area within the boundaries of the City.

**SECTION 3.02. IMPOSITION OF ASSESSMENTS.** Stormwater Service Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien upon the

Tax Parcels located within the City pursuant to the Assessment Ordinance.

**SECTION 3.03. APPORTIONMENT APPROACH; DETERMINATION OF EQUIVALENT RESIDENTIAL UNITS.**

(A) The rate structure described in the Rate Study, which contemplates the assessment determined by a fixed Capital Cost component (determined by capital project costs) applicable to all Tax Parcels, together with a variable Program Cost component (determined by a Tax Parcel's contribution of runoff to the City's Stormwater System) is hereby approved and adopted as the apportionment approach for the Stormwater Service Assessments.

(B) The Capital Cost component to be assessed on each non-exempt Tax Parcel is \$35.00.

(C) The Program Cost component to be assessed on Developed Property shall be determined as follows:

(1) The typical single family Impervious Area identified in the Rate Study is 2,850 square feet, which shall constitute one ERU (one ERU = 2850 square feet).

(2) Residential properties shall be grouped in tiers as follows:

i. Residential properties with impervious area between 0 and 400 sq. ft. shall be in the "Very Small" tier.

ii. Residential properties with impervious area between 401 and 1424 sq. ft. shall be in the "Small" tier.

iii. Residential properties with impervious area between 1425 and 4274 sq. ft. shall be in the "Medium" tier.

iv. Residential properties with impervious area between 4275 and 5699 sq. ft. shall be in the "Large" tier.

v. Residential properties with impervious surfaces totaling 5700 sq. ft. or more shall be in the "Very Large" tier, the Assessment for which shall be calculated in the manner described in Section 3.03 of the Initial Assessment Resolution employing an impervious coverage ratio of one (1).

(3) The Assessment amount of \$44.90 per ERU shall be used in the calculation of the Program Cost component Stormwater Service Assessments.

(4) The Program Cost for each Tax Parcel of Developed Property shall be calculated by multiplying the number of factored ERU's by \$44.16.

(5) The number of factored ERU's shall be calculated as follows:

$$\frac{\text{property total Impervious Area (in sq. ft.)}}{\text{ERU (in sq. ft.)}} \times \frac{\text{property impervious coverage (\%)}}{\text{typical single-family impervious coverage (\%)}} = \text{factored ERU's}$$

(6) The calculations authorized by this Section are to be made using the following assumptions, all of which are described more fully in the Rate Study and approved and adopted herein:

- i. Typical single-family lot size = 7,125 square feet.
- ii. Typical single-family Impervious Area = 2,850 square feet (1 ERU).



iii. Typical single-family impervious coverage equals typical single-family Impervious Area (2,850 square feet) divided by typical single-family lot size (7,125square feet) = 40%.

(7) Property impervious coverage equals:

- i. for single family residential properties: 40%;
- ii. for all other properties except condominiums, the property impervious coverage is parcel specific and equal to property Impervious Area divided by property lot size;
- iii. for condominiums, the property impervious coverage is parcel specific an equal to property Impervious Area divided by property lot size, divided by the number of condo units.

(D) The determination of whether a Tax Parcel is Developed Property or Undeveloped Property shall be made using best available data prior to adoption of the Annual Assessment Resolution (e.g. Property Appraiser information, aerial images or data deemed reliable by the City or its consultants.)

(E) It is hereby ascertained, determined, and declared that the method of determining the Stormwater Service Assessments as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Stormwater Management Service Cost among parcels of Assessed Property located within the City.

**SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds derived by the City from the Stormwater Service Assessments will be utilized for the provision of Stormwater related services, facilities, and programs including Stormwater Management Services and Stormwater Improvements. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund stormwater related services, facilities, and programs.

**SECTION 3.05. COLLECTION OF ASSESSMENTS.** Collection of the Stormwater Service Assessments shall take place initially pursuant to the alternative method of collection described in Section 3.02 of the Assessment Ordinance. The City Council may subsequently elect by resolution to provide for collection of the Stormwater Service Assessments pursuant to the Uniform Assessment Collection Act.

**SECTION 3.06. MITIGATION CREDIT PROCEDURE.** The procedure by which eligible landowners may apply for Mitigation Credit against the Stormwater Service Assessments for fiscal year 2017-2018 is as follows:

(A) General Matters Applicable to All Applications for Mitigation Credit:

(1) Type of Credit. Mitigation Facilities may qualify for Quality Credit, Quantity Credit, or both. A Mitigation Credit shall not apply to the Program Cost portion of the Stormwater Management Service Cost.

(2) Application for Mitigation Credit. In order to qualify for a Mitigation Credit, the owner of the property seeking Mitigation Credit shall submit to the City

Engineer, along with the review fee described below, an application pursuant to the General Application Procedure (defined below) or, where applicable, pursuant to the Alternative Application Procedure (defined below). The application for Mitigation Credit shall be available from the City Engineer in such form as the City Manager may from time to time approve to achieve the purposes of this Section. **Applications must be submitted by May 30, 2018.** Only one application for Mitigation Credit shall be filed for each system of Mitigation Facilities regardless of the number of Developed Properties served by it, and such application shall be filed by or on behalf of all owners of Developed Property served by the Mitigation Facilities which are the subject of the application.

(3) Fees. If an application pursuant to this Resolution is filed within two (2) years after the City shall have permitted all of the Mitigation Facilities which are the subject of that application, then there shall be no application fee. All other applications, depending upon the size of the site served by the Mitigation Facilities, shall be accompanied by the following application fee:

- (a) Less than one (1) acre - \$100.00
- (b) One (1) acre or more, but less than five (5) acres - \$300.00
- (c) Five (5) acres or more, but less than twenty (20) acres - \$750.00

(d) Twenty (20) acres or more - to be determined by the City Manager or the City Council to defray the actual cost of processing.

(4) Common ownership. For Tax Parcels enveloped in a common scheme of ownership regime (e.g. condominium association or homeowners association), a single application may be submitted for all affected Tax Parcels by a duly authorized representative.

(5) Supplemental Information. Within thirty (30) days of filing the application, the City Engineer may request in writing that the applicant provide supplemental information reasonably required to evaluate the application.

(6) Action on Application. Based upon the information submitted and any additional information available to the City Engineer and disclosed to the applicant, the City Engineer shall administratively grant or deny the application in writing within sixty (60) days of its receipt or, if supplemental information is timely requested, within forty five (45) days of receipt of supplemental information. The City Engineer shall be authorized to extend all deadlines for responding to all applications by one or more extensions not to exceed a total of 90 days in the event that the number of applications received in a single, annual cycle exceed the capacity of his staff to process. No extension shall be longer than reasonably anticipated to be necessary and notice of each extension shall be furnished in writing to all applicants.

(7) Quality Credit. The City Engineer shall grant a Quality Credit of 10% of the Stormwater Service Assessment for Mitigation Facilities which demonstrate compliance with Section 26-36 of the City Code or its successor in function.

(8) Quantity Credit. The City Engineer shall grant a Quantity Credit of 40% of the Stormwater Service Assessment for Mitigation Facilities which demonstrate compliance with Section 26-37 of the City Code or its successor in function.

(9) Burden of Proof. The burden of establishing entitlement to a Mitigation Credit and compliance with the applicable City Code provisions shall fall on the applicant. If it is determined by the City Engineer, using customary engineering standards, that the property is not in compliance with the applicable City Code provisions, the application shall be denied. The issuance of, or the pendency of an application for, a local development order, development permit or building permit shall have no bearing upon whether, at the time the Mitigation Credit application is made or renewed, the property meets the necessary standards.

(10) Appeal. In the event the application is denied, the owner shall receive a written explanation from the City Engineer describing the basis for the denial. The owner shall then have the right to appeal the City Engineer's decision to the City Council by written notice specifying the basis for the appeal delivered to the City Clerk within twenty (20) days after receipt of the denial. Within thirty (30) days after receipt of the notice of appeal, the City Council shall consider the appeal in a hearing between the

owner and the City Engineer, at a time and place noticed to the owner at least seven (7) days in advance. The City Council shall affirm the determination of the City Engineer if it finds such determination to be based upon competent, substantial evidence provided by or disclosed to the applicant at the time the City Engineer denies any application for Mitigation Credit. It is the intent of this Section to require the applicant to provide in any application all information in support of the application that the applicant wishes the City Engineer to consider. Upon conclusion of such hearing, the City Council shall set forth the reasons for its decision based on the criteria contained in this section.

(11) Obligation to Pay. A pending application for Mitigation Credit shall not relieve the owner of the obligation to make timely payment of the Stormwater Service Assessment. In the event a Mitigation Credit is granted which decreases the Stormwater Service Assessment paid while the application is pending, the owner shall be entitled to credit for the excess assessment. Any reduction, including a credit, which may be necessary after the Stormwater Service Assessment Roll has been adopted may, at the option of the City, be refunded to the property owner or credited to a subsequent Stormwater Service Assessment for the subject tax parcel.

(12) Time Limit and Renewal of Credit. All Mitigation Credit determinations shall only apply to two annual Assessment cycles. In order to renew a Mitigation Credit determination, the property owner shall, within sixty (60) days after adoption of the Annual Assessment Resolution for any period in which a Mitigation

Credit determination is no longer applicable, submit to the City Engineer an application, along with the review fee, either (i) prepared, sealed, dated and signed by a professional engineer registered in the State of Florida certifying that the property for which application is made still meets the technical standards and requirements for the credit sought for the reasons demonstrated in the immediately preceding application (the General Application Procedure), or (ii) if applicable, requesting the City make the determinations required for a Mitigation Credit under the Alternative Application Procedure . The renewal application shall be processed, granted or denied with right of appeal in the same manner as an original application. If circumstances upon which the original Mitigation Credit was determined have changed, a full application demonstrating entitlement in substantial conformance with this Section shall be required.

(B) General Application Procedure:

The application for a Mitigation Credit shall be prepared, sealed, dated and signed by a professional engineer registered in the State of Florida, demonstrating that the Tax Parcel for which application is made meets the technical standards and requirements for a Quality Credit, Quantity Credit, or both, and setting forth, in detail, a description and diagram of the Mitigation Facilities and the grounds upon which the credit is justified. A request by the City Engineer for additional information may include, but not limited to, topographical survey data and drawings signed and sealed

by a professional land surveyor registered in Florida. Failure to provide such information will result in the denial of the application.

(C) Alternative Application Procedure:

In addition to the General Application Procedure, the following, alternative procedure shall be available for Mitigation Credit applications based upon Mitigation Facilities which were permitted by the City on or before July 26, 2012, pursuant to City Code of Ordinances Chapter 26 (originally adopted September 10, 1998), or on or following July 27, 2012, pursuant to City Land Development Code Section 3.05.00 (originally adopted July 26, 2012):

(1) For purposes of the application, it shall be presumed that the Mitigation Facilities when originally permitted met the requirements of City Code Chapter 26 or City LDC Section 3.05.00, as applicable.

(2) The application may be prepared and submitted by the owner of the subject property or an authorized representative of such owner and need not be prepared and submitted by a professional engineer.

(3) The application shall request that the City inspect the subject Mitigation Facilities and determine whether the Mitigation Facilities have (i) not been altered in any material way and (ii) have been maintained so as to continue to function materially as originally designed. If both conditions are met, the application may be granted.



(4) In the event the City shall discover that the Mitigation Facilities as originally permitted did not meet the requirements of City Code Chapter 26 or City LDC Section 3.05.00, as applicable, when permitted, or do not at time of inspection meet all applicable City and State requirements, the application shall be denied and the City shall be entitled to undertake appropriate enforcement remedies. In any appeal of the City's denial on the basis that the facilities did not meet the requirements of City Code Chapter 26 or City LDC Section 3.05.00, as applicable, when permitted, the burden of proof on that sole issue shall be on the City. The burden of proof of all other issues shall be on the applicant.

**SECTION 3.07. EXEMPTION.**

The following are Exempt Properties and not subject to the Stormwater Service Assessment: (1) public roads and right of ways, (2) lakes, submerged land, and other naturally occurring water bodies with pervious soil bottoms, and (3) Government Property.

**SECTION 3.08. GOVERNMENT PROPERTY.** Stormwater Service Assessments against Government Property, except for Government Property owned by the City, shall be imposed pursuant to Section 3.04 of the Assessment Ordinance.

[Remainder of page intentionally left blank.]

**ARTICLE IV**

**GENERAL PROVISIONS**

**SECTION 4.01. CONFLICTS.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4.02. SEVERABILITY.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**SECTION 4.03. EFFECTIVE DATE.** This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

**PASSED, ADOPTED AND APPROVED** \_\_\_\_ day of August, 2017.

**CITY COUNCIL OF PANAMA CITY  
BEACH, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mike Thomas, Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

**APPENDIX A**

**FORM OF NOTICE TO BE PUBLISHED**

To be published on or before August 18, 2017.

(Map of Panama City Beach)

**NOTICE OF HEARING  
TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of Panama City Beach, Florida, will conduct a public hearing to consider adoption of a final assessment resolution related to the City of Panama City Beach (the "City") and its stormwater system. The stormwater final assessment resolution will provide for the imposition of special assessments, sometimes characterized as non-ad valorem assessments, against property located within city limits and collection of the assessments by the direct billing method described in Section 3.02 of City Ordinance No. 947. The hearing will be held at 6:00 PM on September 14, 2017 at City Council Chambers of City Hall, City Hall, 110 South Arnold Road, Panama City Beach, Florida. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within twenty (20) days of this notice.

The assessments have been proposed to fund stormwater related essential services and stormwater improvements throughout the City. The assessment for each tax parcel within the city will be based upon a fixed Capital Cost and a variable Program Cost based on the Equivalent Residential Units or "ERUs" attributable to each tax parcel as of the date the assessments are imposed. A more specific description of the stormwater related services and stormwater improvements and the method of computing the assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the City Council on September 14, 2017. Copies of the Initial Assessment Resolution and the preliminary Stormwater Service Assessment Roll are available for inspection at the office of the City Secretary, located at City Hall, 110 South Arnold Road, Panama City Beach, Florida or on the internet at [www.pcbgov.com](http://www.pcbgov.com).

If you have any questions, please contact the City Secretary's Office at (850) 233-5100.

ANY PERSON WISHING TO ENSURE THAT AN ADEQUATE RECORD OF THE PROCEEDINGS IS MAINTAINED FOR APPELLATE PURPOSES IS ADVISED TO MAKE THE NECESSARY ARRANGEMENTS FOR RECORDING AT HIS OR HER OWN EXPENSE.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEEITNG AT 850-233-5100.

**REGULAR ITEM**

**2**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mario Gisbert - City Manager

2. MEETING DATE:

August 10, 2017

3. REQUESTED MOTION/ACTION:

Approve 1) a Master Services Agreement with DAG Architects and 2) Task Order No. 1 to update the City Hall Complex Master Plan and provide Architectural/Engineering services for a new City Hall.

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)

At a regularly scheduled meeting on April 27, 2017, the City Council accepted staff rankings of firms that submitted Statements of Qualifications for continuing Architectural and Engineering (A/E) design services related to the redevelopment of the City Hall Complex. DAG Architects (DAG) was the highest ranked firm and staff has negotiated a proposed continuing Master Services Agreement (MSA) with the firm for City Council consideration. In addition, staff has negotiated a proposed Task Order No. 1 under the MSA with DAG to update the City Hall Complex Master Plan and to provide A/E design and construction administration services for a new City Hall. The design and construction administration services will also include the demolition of the old Tax Collector and City Hall buildings, replacing them with additional parking and a greenspace park.

The tentative cost estimate for a new City Hall building is \$2.8 million, with an additional \$300,000 estimated for the site improvements planned to replace the old buildings. DAG has proposed fees of \$2,000 for the Master Plan update and \$277,850 for A/E services related to the City Hall and site improvements. Staff has reviewed the proposal and finds the fees commensurate with the required professional services.

Staff recommends Council approval of the continuing Master Services Agreement between the City and DAG Architects, and further recommends Council approval of Task Order No. 1 in the amount of \$279,850, authorizing the City Manager to execute both documents on behalf of the City.

**RESOLUTION 17-126**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING MASTER SERVICES AGREEMENT WITH DAG ARCHITECTS FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE CITY HALL COMPLEX; APPROVING TASK ORDERS FOR AN ADMINISTRATIVE CAMPUS MASTER PLAN UPDATE AND DESIGN OF A CITY HALL BUILDING IN THE TOTAL AMOUNT OF \$279,850, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED** that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that Master Services Agreement between the City and DAG Architects, relating to architectural services for the City Hall Complex, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

**AND BE IT FURTHER RESOLVED** that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order to the Master Services Agreement between the City and DAG Architects, relating to the update of the City Hall Administrative Campus Master Plan in the amount of Two Thousand Dollars (\$2,000), and for the design and construction administration services for a new City Hall building in the amount of Two Hundred Seventy Seven Thousand Eight Hundred Fifty Dollars (\$277,850), in substantially the form attached as Exhibit B and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager whose execution of such Agreement shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF PANAMACITY BEACH**

By \_\_\_\_\_  
MIKE THOMAS, MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

Resolution 17-126

AGENDA ITEM # \_\_\_\_\_ 2

**MASTER SERVICES AGREEMENT  
BETWEEN  
CITY OF PANAMA CITY BEACH AND  
DAG ARCHITECTS  
RELATING TO  
PROFESSIONAL ARCHITECTURAL SERVICES  
FOR PANAMA CITY BEACH CITY HALL**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("City") and DAG ARCHITECTS ("Architect").

**PREMISES**

**WHEREAS**, the City desires to have Architect assist the City with programming and design, construction administration on request (not guaranteed on all construction) and other related, miscellaneous projects to re-develop its administrative campus (complex) over a period of years through a series of related professional projects (generally in this Agreement the "project"); and

**WHEREAS**, the City desires to employ the Architect for those purposes upon the terms and conditions in this Agreement, and the Architect is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions;

**WHEREAS**, the Florida Consultant's Competitive Negotiation Act (FS 287.055) permits the City to enter a Continuing Contract, as there defined and provided, for work of a specified nature as outlined in the contract required by the City where there is no time limitation provided that the contract may be terminated by the City for convenience.

**NOW, THEREFORE**, in consideration of the following covenants, it is agreed:

**1. SCOPE OF PROFESSIONAL SERVICES:**

A. The City retains the Architect to diligently, competently and timely perform professional architectural services by individual tasks as requested from time to time by the City to advance the project. Upon request, Architect will prepare a detailed, task specific scope of work for each task and phase of work of the project to be undertaken in accordance with the general scope and description of services and standards, and all other matters described or contained, in the request for statements of qualification which led to this Agreement (which are hereby incorporated into this Agreement), and also in accordance with this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his designee or (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost.

B. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a Task Order). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task

*Exhibit A*



Order, and shall be signed both by the City and by the Architect. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

C. The general scope of services described in the request for statements of qualification which led to this Agreement is:

As City needs and financial conditions permit, provide planning, design and construction administration services for construction, rehabilitation or renovation of the several facilities constituting the Panama City Beach City Hall Complex located in the southwest corner of the intersection of Back Beach Road (Hwy 98 Alt) and Highway 79. Proposed tasks generally include, but are not limited to the following phases or segments of the project:

1. Facilitating the implementation, with updates, of the City Administrative Campus Master Plan and site design;
2. Design and contract documents for a new City Hall Administration facility;
3. Design of the City Administrative Campus area currently occupied by the Tax Collector and City Hall buildings.

## 2. COMPENSATION AND PAYMENT:

A. Architect's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope. 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 Architect shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Architect 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 Architect 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 Architect shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Architect shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Architect. The additional compensation shall be computed by the Architect on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Architect'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 Architect in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Architect shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance

PCB/ DAG ARCHITECTS

Page 2 of 13

AGENDA ITEM # 2

with the rules of the American Arbitration Association. The Architect and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with Architecture. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Architect an amount equal to or less than the amount that the City has unilaterally determined, Architect shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Architect shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Architect 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 Architect shall select a firm that is registered in the State of Florida.
3. If the proposal is approved in writing by the City, the Architect shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.
4. The Architect 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 Architect for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.
6. Services rendered by the Architect 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 Architect except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, the Architect shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

1. Where a stipulated sum is specified, the City shall pay Architect in monthly installments based upon the percentage of satisfactory completion. In support of payment, Architect 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 Architect

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. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4. **CITY'S RESPONSIBILITY:** The City shall furnish the Architect with all existing data, plans, profiles, and other Architecting 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 Architect, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Architect and the originals returned to the City.

5. **CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that the City designates the City Architect or his 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 Architect, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Architect.

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 Architect 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 Architect's compensation, shall not be binding unless mutually agreed upon by and between the City and the Architect, and incorporated in written amendments to this Agreement.

**7. TERMINATION:**

A. The City may terminate this Agreement for cause upon written notice to Architect if Architect 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. Architect 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 Architect solely for the reasonable value of the work performed by the Architect prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Architect be entitled to overhead and profit on work not performed.

B. This is a continuing Agreement with a public agency. Accordingly, City may terminate this Agreement at any time without cause upon written notice to Architect. Should the City terminate this Agreement without cause, City shall pay Architect for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Architect.

**8. TERM:** Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of four (4) years, and the City shall have the unilateral option to extend the initial term for two, consecutive extended terms of two (2) years each by written notice delivered to the other party at any time before or within thirty (30) days after expiration of the prior term.

**9. INDEMNIFICATION:** The Architect 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 Architect or any person employed or utilized by the Architect in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes (2016)*. The specific consideration given for the promises of the Architect set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Architect, receipt whereof is hereby acknowledged and the adequacy of which the Architect accepts as completely fulfilling the obligations of the City.

The provisions of this Section shall survive termination of this Agreement.

**10. INSURANCE:**

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

1. Worker's Compensation: For all of his employees engaged in work on the project

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 Architect 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 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 Architect 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.

## 11. NEGOTIATION DATA:

A. The Architect 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 Agreement.

The original contract price and 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 Architect warrants that he has no employed or retained any company or person, other than a bona fide employee working solely for the Architect 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 Architect any fee, commission, percentage, gift, or any other consideration 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.

**12. OWNERSHIP OF DOCUMENTS:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Architect in connection with its services hereunder 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 Architect 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 Architect. The City shall not use the Architect's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Architect of its intended use, provides insurance protection for the Architect for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Architect.

When transferring data in electronic media format, Architect 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 Architect 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. Architect 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 Architect's seal shall take precedence over the electronic documents.

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

**13. WORK COMMENCEMENT/PROGRESS/DELAYS:**

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

B. The Architect 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 Architect, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Architect of liability for delays or other damages as provided by law.

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 Architect which delay the project schedule completion date, the City shall grant to the Architect in writing an extension of time equal to such delays.

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

**14. STANDARDS OF CONDUCT:**

A. The Architect 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 Architect 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 Architect agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** The Architect 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.

**16. ASSIGNABILITY:** The Architect 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 Architect 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.

**17. INDEPENDENT CONTRACTOR:** The Architect is and shall remain an independent contractor and not an employee of the City.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. COOPERATION:** Architect acknowledges that the process of Architecting and addressing the needs of the community, and coordinating those efforts with other disciplines is a multidisciplinary effort which will require cooperation and collaboration with numerous consultants, Architects, and counsel assisting and advising the city, as well as direction from the City Manager and City Architect, and agrees in all things to cooperate with the City and all its consultants as needed.

**23. MEDIATION:** City and Architect 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.

**24. 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 Architect is acting on behalf of City as provided under Section 119.011(2) (2013) and implemented through the judicially established "totality of factors" analysis, Architect 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, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.**

**SIGNATURES ON FOLLOWING PAGE**

PCB/ DAG ARCHITECTS  
Page 11 of 13

AGENDA ITEM # 2

**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

ATTEST:

By: \_\_\_\_\_  
Mario Gisbert, City Manager

\_\_\_\_\_  
City Clerk

**DAG ARCHITECTS**

By: \_\_\_\_\_  
Owen E. Gipson, RA, Architect- Associate Principal

\_\_\_\_\_  
WITNESS

PRINT NAME: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

PRINT NAME: \_\_\_\_\_

**EXHIBIT A**

Hourly Rate Schedule

**DAG Hourly Billing Rates**

<b>Principals</b>	<b>\$175 per hour</b>
<b>Associate Principals</b>	<b>\$150 per hour</b>
<b>Project Managers</b>	<b>\$125 per hour</b>
<b>Senior Architectural Staff</b>	<b>\$100 per hour</b>
<b>Architectural Staff</b>	<b>\$ 75 per hour</b>
<b>Administrative Staff</b>	<b>\$ 50 per hour</b>

COMBINED TASK ORDER AND NOTICE TO PROCEED

TASK ORDER NO. 1

DATE \_\_\_\_\_

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DAG ARCHITECTS RELATING TO MAJOR PROFESSIONAL ARCHITECTURAL SERVICES TO RE-DEVELOP THE CITY'S ADMINISTRATIVE CAMPUS OVER A PERIOD OF YEARS AND A SERIES OF RELATED PROFESSIONAL PROJECTS dated \_\_\_\_\_, 2017, (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, Architect agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to the City Hall Administrative Campus Master Plan Update and Design and CA services for the New City Hall Building and green space park area.

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

\_\_\_\_\_ a stipulated sum of \$ \_\_\_\_\_; or

X a stipulated sum of \$276,350.00 plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee:

-Budget Allowance of \$3,500.00 for Geotechnical services; 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 Architect and City, Architect is directed to proceed.

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

**DAG ARCHITECTS**

By: \_\_\_\_\_  
Owen E. Gipson, RA, Architect- Associate Principal

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**CITY OF PANAMA CITY BEACH, FL**

By: \_\_\_\_\_  
Mario Gisbert, City Manager

ATTEST: \_\_\_\_\_  
City Clerk

*Exhibit B*

AGENDA ITEM # 2



July 28, 2017

Mario Gisbert, City Manager  
Panama City Beach City Hall  
110 S. Highway 79  
Panama City, Florida 32413

RE: Panama City Beach Administrative Campus Continuing A/E Services  
Fee Proposal for Requested Tasks

Mario,

Thank you for the opportunity to submit this proposal for design services on the City of Panama City Beach's requested tasks. DAG Architects has enjoyed working with Panama City Beach in the past and we look forward to being part of a successful team that will far exceed all expectations for these tasks. We take pride in providing high quality designs and documents that result in high quality projects.

For this specific request, we share the City's goal in providing an aesthetically pleasing updated Campus master plan that meets current desires for use of space and minimized walking distances for users of City services. Additionally, DAG Architects expects to provide designs for new City Hall and updated masterplan that will meet the needs of the City, are functional and aesthetically pleasing.

For clarity, we offer the following scope of services for the desired tasks:

1. **Task #1 - City Hall Administrative Campus Master Plan Update.**
  - a. We will review the existing master plan documents
  - b. We will develop or update current and future needs of City divisions served by the campus.
  - c. We will consider phasing requirements for new construction to maintain functionality of existing facilities during construction.
  - d. Upon completion of the Construction Tasks, we will update the Master Plan with whatever revisions are deemed appropriate.
  - e. We will provide two versions of the Master Plan upon completion of Tasks 2. It will include a 28x70 pad site for Auxiliary Building structure. One will show Task #4 on campus, the other will show it off campus.
  
2. **Task #2 – Design and CA services for New City Hall Building**
  - a. Design one or two story structure approximately 12,500 sf of floor space
  - b. Include space in the design for new Council meeting auditorium.
  - c. Design services will include submittals for review after initial conceptual design, schematic set at 30% design, design development set at 60%

DAG architects  
AA C000745  
455 harrison avenue  
suite b  
panama city, florida  
32401  
p 850.387.1671  
www.dagarchitects.com

- design, construction documents at 90% design and then final construction documents issued for construction.
- d. During the programming phase, DAG will meet with the users of the facility and produce a programming document that will include room data sheets for each space. These data sheets will include a description of the space, how each space is used for and by whom. Additionally, it will define each room's size, ceiling height, finishes, plumbing, HVAC, power, data, lighting, communication, casework and FF&E requirements. We will also list any special requirements for each space. These data sheets will be used to generate a schematic floor plan and provide a road map for each of the consultants during the design process. Cut sheets, sketches or other information that relate to each of the room data sheets will be included in this document. This document is a working document that will be updated throughout the design process to ensure that all the needs and requirements are met in the final design.
  - e. Along with architectural components, the design will include civil, structural, MEP, IT and Security designs and specifications.
  - f. As requested, the structure will be designed as an essential facility (Category IV) and will comply with the latest addition of the Florida Building Codes to include all appropriate ADA requirements.
  - g. The site work design will include drainage, storm water, road and sidewalk connections, surface parking, utility services, lighting, signage, landscaping and irrigation. Designs will comply with FDEP Rule 62-346 Environmental Resource Permitting in Northwest Florida and City of Panama City Beach Land Development Regulations.
  - h. Survey work and Geo-technical research and recommendations are included as additional services.
  - i. Services will include permitting services to include submittal coordinated with the contractor, follow-up and responses; however, the City will pay all permit submittal and issuance fees.
  - j. Environmental Permitting from Federal, State and Local agencies are included with civil scope. Assistance will be provided for responses to any comments received from these agencies.
  - k. Design will include a small green space park in the area occupied by the current Tax Collector and City Hall. This includes demolition of the existing structures with implementation of the approved Master Plan.
  - l. Throughout the process, we will coordinate input from responsible staff and users, but only as directed by the City's designated Project Manager.
  - m. We will assist in the bidding process including the advertisement, pre-bid meeting and issuance of any clarifications needed. We will chair the bid opening and assist the City Project Manager with the evaluation of all bids.
  - n. During construction, we will review submittals, review contractor pay requests, issue clarifications and additional information as required, conduct site visits once a week, participate in the monthly Owner/Architect/Contractor meetings, perform close-out punch lists, review final payment request, review warranties and O&M manuals.





Additional services include:

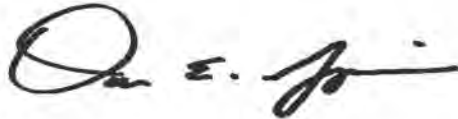
• Programming	\$16,000.00
• Civil	\$18,000.00
• Surveying	Utilize Existing
• Landscape & Irrigation	\$10,000.00
• Telecom	\$12,800.00
• A/V	\$6,650.00
• <u>Security</u>	<u>\$6,400.00</u>
• Total Additional Services	\$70,000.00
• Budget Allowance for Geotechnical Services	<u>\$3,500.00</u>

**Total Fees for task #2 - City Hall Building** **\$277,850.00**

**Total Fees for Tasks #1 & #2** **\$279,850.00**

After your review of this information, we welcome the opportunity to meet and discuss together at your earliest convenience.

Sincerely,



Owen E. Gipson RA  
Architect – Associate Principal

Copy:  
Pat Ballasch, AIA  
Charlie Clary, FAIA

**REGULAR ITEM**

**3**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration/Mario Gisbert

2. MEETING DATE:

August 10, 2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve the revised City Clerk and the new Human Resources/Risk Manager job descriptions, and fill both positions.

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

The City Clerk job description previously was a combination of both City Clerk/HR Risk Management. Staff requests approval for the revised City Clerk job description and the new Human Resources/Risk Manager job description and fill both positions. Job descriptions attached.

**CITY OF PANAMA CITY BEACH  
Job Description**

**JOB TITLE: City Clerk**

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**SALARY RANGE:** Negotiable  
**SHIFT:** Days  
**LOCATION:** City Hall Annex  
**REPORTS TO:** City Council  
**PREPARED BY:** City Manager  
**APPROVED BY:** City Council

**PAY GRADE:** 38  
**DIVISION:** Administration  
**DEPT:** Administration  
**FSLA STATUS:** Exempt  
**POSITION:** Permanent Full-Time  
**DATE:**

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**SUMMARY:**

This position is responsible for complex administrative work to oversee the city's record management program and maintain all municipal official records; provide human resource, risk management and contract management support; and other duties as assigned. Work is performed under the supervision of City Council and City Manager.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

In addition to the essential duties and responsibilities, other tasks may be assigned:

Serves as ex-officio Clerk of the City Council.

Serves as the official depository for the storage and maintenance of all ordinances, resolutions, motions and documents of the City Council.

Serves as the official custodian of the City seal and of all official records, documents and papers of the City.

Gives notice of City Council meetings as required by law. Will be present for all meetings of the City Council.

Will record the proceedings of the City Council electronically and in a journal which he/she shall maintain for such purpose.

Will establish regulations and procedures for making official city records available to the public.

Oversees and coordinates responses for public records requests.

Provides administrative support to the City Manager, City Secretary, and Human Resources and Risk Manager.

Performs such other duties as they City Council may require.

**SUPERVISORY RESPONSIBILITIES:**

None.

**COMPETENCIES:**

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

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

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

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

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

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

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

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

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

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

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

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

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

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

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

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

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

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

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

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased

responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

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

**QUALIFICATION REQUIREMENTS:**

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

**EDUCATION and EXPERIENCE:**

The applicant must have a minimum of a Bachelor's Degree from an accredited college or university with two or more years' experience in human resources management or as City Clerk preferred.

The applicant must have extensive computer experience.

Administer personnel programs and policies; effectively communicate and express ideas clearly and concisely, both orally and in writing; effectively coordinate with departments and subordinate employees. Ability to establish and maintain good public relations with subordinates, superiors and the public.

*A comparable combination of education, training and experience which provides the requisite knowledge, skills and abilities for this position may be substituted for the minimum qualifications.*

**LANGUAGE SKILLS:**

Ability to read and interpret documents. Ability to speak English effectively before groups, as well as one on one. Must remain courteous and professional at all times.

**MATHEMATICAL SKILLS:**

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

**REASONING ABILITY:**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**OTHER REQUIREMENTS:**

Typing speed must be 50 correct words per minute. Must have knowledge of standard office and clerical practices and procedures, as well as knowledge and proficiency in the use of standard office machines, computers (Microsoft Office applications specifically) and calculators. Must have knowledge of the legal documents utilized in municipal government and the procedures necessary to process them; must have comprehensive knowledge of the mechanics and functions of City Government and extensive knowledge of the City Charter.

Must possess valid Florida Driver's License - driving record must be acceptable to the City insurance program. Applicants will be administered applicable tests and typing test.

Must be able to establish and maintain good working relationship with City officials, department heads, other City employees and the general public; must be able to perform illustrative duties and essential eligibility tasks in a manner which is not a direct threat or significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures of the City, or by provision of auxiliary aids. "Direct threat" shall be determined pursuant to 28 CFR, Section 36.208.

**PHYSICAL DEMANDS:**

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

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

The employee may occasionally lift and move up to 25 pounds. Specific vision abilities required by this job is ability to adjust focus, close vision and peripheral vision, color vision and distance vision. Some specific job duties that require one or more of the physical demands mentioned are typing, filing, moving boxes, typewriters, and tables.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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



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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF PANAMA CITY BEACH  
Job Description**

**JOB TITLE: Human Resources/Risk Manager**

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**SALARY RANGE:** Negotiable  
**SHIFT:** Days  
**LOCATION:** City Hall Annex  
**REPORTS TO:** City Manager  
**PREPARED BY:** City Manager  
**APPROVED BY:** City Council

**PAY GRADE:** 40  
**DIVISION:** Administration  
**DEPT:** Administration  
**FSLA STATUS:**  
**POSITION:** Permanent Full-Time  
**DATE:**

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**SUMMARY:**

This position is responsible for complex administrative and professional work to manage and coordinate the administration and implementation of personnel policies, programs and procedures, and includes risk and contract management; and other duties as assigned. Work is performed under the supervision of the City Manager.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

In addition to the essential duties and responsibilities, other tasks may be assigned:

Re: Risk Management:

Plans, supervises and directs the administration of the City insurance (health, facility, vehicle, liability, wind, flood and workers compensation) programs, contract management, including selection, maintenance of records and data base, and the development and maintenance of policies and procedures for safety programs.

Evaluates risk vs. insurance analysis to assist the City in determining which coverages should be insured, self-insured or some combination of risk sharing. Works with the City's outside brokers and consultants to coordinate strategy, analysis, reporting and recommendations.

Formulates policies and procedures and monitors compliance of City departments, divisions and employees with adopted policies and procedures.

Directs the development and administration of the insurance program including facility, vehicle, liability, wind, flood and other applicable risk coverage.

Investigates insurance issues such as coverage, claims, updates policies, prepares reports concerning problems and recommends solutions.

Administers insurance and risk management proposal process; reviews and processes

insurance and risk management requisitions.

As necessary, prepares requests for proposals, and places advertisements in various publications and with applicable agencies.

Re: Human Resources

Plans and participates in a program of continuing maintenance of the classification and pay plans, oversees salary surveys and employee evaluations and development of training programs.

Administers the pay plan, recommends the establishment, abolition and consolidation of classes, supervises the preparation of new and revised classifications, recommends revision to City policy, position classifications, pay grades and related matters.

Directs the development and administration of the employee benefits program including life, medical and dental insurance, retirement and other employee benefits.

Investigates personnel problems such as excessive turnover, low morale, difficulty of recruitment and similar matters, prepares reports concerning personnel problems and recommends solutions.

Directs and participates in employee/labor relations activities and negotiations. Directs and participates in insurance claims and negotiations.

Assesses training and development needs of the City and promotes appropriate programs.

Provides technical assistance regarding personnel rules and regulations to supervisors, employees, various agencies and the general public.

Conducts new employee orientations sessions, prepares required paperwork for new employees, explains the City benefits program, assists new employees in the completion of forms for payroll, personnel file, and enrollment in various benefit programs.

Performs such other duties as the City Manager may require.

**SUPERVISORY RESPONSIBILITIES:**

Supervision of administrative personnel at City Hall Annex.

**COMPETENCIES:**

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management – Develops project plans; coordinates projects; communicates changes and progress; completes projects on time and budget; manages project team activities.

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

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

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

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

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

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

Visionary Leadership – Displays passion and optimism; inspires respect and trust; mobilizes others to fulfill the vision; provides vision and inspiration to peers and subordinates.

Change Management – Develops workable implementation plans; communicates changes effectively; builds commitment and overcomes resistance; prepares and supports those affected by change; monitors transition and evaluates results.

Delegation – Delegates work assignments; matches the responsibility to the person;

gives authority to work independently; sets expectations and monitors delegated activities; provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People – Includes staff in planning, decision-making, facilitating and process improvement; takes responsibility for subordinates activities; makes self available to staff; provides regular performance feedback; develops subordinates' skills and encourages growth; solicits and applies customer feedback (internal and external); fosters quality focus in others; improves processes, products and services; continually works to improve supervisory skills.

Quality Management – Looks for ways to improve and promote quality; demonstrates accuracy and thoroughness.

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

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

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

Strategic Thinking – Develops strategies to achieve organizational goals; understands organization's strengths and weaknesses; analyzes market and competition; identifies external threats and opportunities; adapts strategy to changing conditions.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing – Prioritize and plans work activities; uses time efficiently; plans for additional resources; sets goals and objectives; organizes or schedules other people and their tasks; develops realistic action plans.

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

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

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

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

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

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

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

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

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

**QUALIFICATION REQUIREMENTS:**

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

**EDUCATION and EXPERIENCE:**

The applicant must have a minimum of a Bachelor's Degree from an accredited college

or university with an emphasis in Public Administration, Business Administration, Risk Management or a related field, with five years professional risk management experience or human resources management experience, or both. Experience in developing, updating, and maintaining policies and standard operating procedures/guidelines are required.

Knowledge of the terminology, job content and practices of personnel administration and qualification requirements of a variety of public occupations; knowledge of the principles and practices of public personnel administration and labor relations; knowledge of insurance, workers compensation, risk management and the applicable laws and regulations; knowledge of training techniques, functions and resources for providing training programs.

Demonstrated ability to develop and administer program and policies; develop and administer personnel programs and policies; effectively communicate and express ideas clearly and concisely, both orally and in writing; effectively supervise subordinate employees and coordinate with departments. Ability to establish and maintain good public relations with subordinates, superiors and the public.

**LANGUAGE SKILLS:**

Ability to read and interpret documents. Ability to speak English effectively before groups, as well as one on one. Must remain courteous and professional at all times.

**MATHEMATICAL SKILLS:**

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

**REASONING ABILITY:**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**OTHER REQUIREMENTS:**

Typing speed must be 50 correct words per minute. Must have knowledge of standard office and clerical practices and procedures, as well as knowledge and proficiency in the use of standard office machines, computers (Microsoft Office applications specifically) and calculators. Must have knowledge of the legal documents utilized in municipal government and the procedures necessary to process them; must have comprehensive knowledge of the mechanics and functions of City Government and extensive knowledge of the City Charter.

Must possess valid Florida Driver's License - driving record must be acceptable to the City insurance program. Applicants will be administered applicable tests and typing test.

Must be able to establish and maintain good working relationship with City officials, department heads, other City employees and the general public; must be able to perform illustrative duties and essential eligibility tasks in a manner which is not a direct threat or significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures of the City, or by provision of auxiliary aids. "Direct threat" shall be determined pursuant to 28 CFR, Section 36.208.

**PHYSICAL DEMANDS:**

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

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

The employee may occasionally lift and move up to 25 pounds. Specific vision abilities required by this job is ability to adjust focus, close vision and peripheral vision, color vision and distance vision. Some specific job duties that require one or more of the physical demands mentioned are typing, filing, moving boxes, typewriters, and tables.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**REGULAR ITEM**

**4**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Administration/Mario Gisbert

**2. MEETING DATE:**

August 10, 2017

**3. REQUESTED MOTION/ACTION:**

It is requested that the City Council approve the job description for a Full-Time Information Technology Specialist and fill the position.

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** Yes  No  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No  N/A

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

The City now has a Part-Time Permanent employee and recommends that the Full-Time Permanent job description be approved due to the increasing IT work. Job description attached. Salary would be spread among the Departments as required.

**CITY OF PANAMA CITY BEACH  
Job Description**

**JOB TITLE: Information Technology Specialist**

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**SALARY RANGE:** \$20.09 - \$33.14/hr  
**SHIFT:** Days  
**LOCATION:** 110 S Arnold Rd  
**REPORTS TO:** City Manager  
**PREPARED BY:** City Clerk  
**APPROVED BY:** City Council

**PAY GRADE:** 35  
**DIVISION:** NA  
**DEPT:** Administration  
**FSLA STATUS:** Non-Exempt  
**POSITION:** Full Time  
**DATE:**

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**SUMMARY:**

This highly technical position is responsible for providing network and IT support for installations, modifications, and making minor repairs to personal computer hardware and software systems, and provides technical advice and support to system users. Work is performed under the primary supervision of the City Manager with secondary supervision of daily responsibilities under the Contract Network Engineer/IT Specialist.

This position is subject to emergency call-in with the possibility of evening and weekends as required.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

In addition to the essential duties and responsibilities, other tasks may be assigned:

Identifies and procures the hardware and software needed to satisfy user requirements.

Installs hardware and peripheral components such as workstations, monitors, printers and wireless access points on users' premises.

Loads appropriate software packages such as operating systems, networking components and office applications.

Assists in the customization and adaptation of existing programs to meet users' requirements.

Provides telephone, in-person, and online support to end-users.

Coordinates activities with external software and hardware vendors.

Provides updates, status and completion information to manager and/or users, via voice mail, e-mail or in-person communication.

Refers major hardware problems to service personnel for correction.

Connects users to networks and provides initial training in facilities and applications.

Maintains/troubleshoots Windows Server 2008-2012.

Confirms online backups are running and ensures currency of backup agent.

Administers e-mail, anti-virus, and web proxy systems.

Maintains CCTV systems and recovers video when requested.

Assists in research and procurement of computer accessories and supplies.

**SUPERVISORY RESPONSIBILITIES:**

None

**COMPETENCIES:**

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

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

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

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

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

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

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

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilize others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self-available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

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

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

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

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritize and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

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

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

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

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

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

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

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

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

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

**QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily; must follow safety guidelines provided by the City; and must be dependable. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and EXPERIENCE:**

Associates degree (A.S.) from a two-year College in Information Security or Networking with two (2) years related experience and/or training; or equivalent combination of education and experience.

**COMPUTER SKILLS:**

To perform this job successfully, an individual should have knowledge of the following software: Microsoft Office, Windows Server 2008-2012m, Windows 7, Windows 10

**CERTIFICATES, LICENSES, REGISTRATIONS:**

MCP/MCSA preferred.

Must possess valid Florida Driver's License - driving record must be acceptable to the City insurance program. Applicants will be administered a Civil Service examination and must obtain a minimum score of 70%.

**LANGUAGE SKILLS:**

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

**MATHEMATICAL SKILLS:**

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

**REASONING ABILITY:**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

**OTHER REQUIREMENTS:**

Must submit to pre-employment drug screening and complete pre-employment background investigation.

**PHYSICAL DEMANDS:**

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

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel. The employee is frequently required to stand; walk and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear and taste or smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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



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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REGULAR ITEM**

**5**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:  
August 10, 2017

3. REQUESTED MOTION/ACTION:

(One) Planning Board member to be appointed. Recommend reappointments of Pension Board members. Consider reappointment of Civil Service Commissioner. All terms would be effective 10/1/17.

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)

Regarding the Pension Boards, all three Trustees have stated they would serve again at the pleasure of the Council.

Kelly Jenkins- General Fund Employees' Pension Board  
Holly White- Firefighters' Pension Board  
Holly White- Police Officers' Pension Board

If selected, these employees would serve another four year term.  
The Employee representatives will be chosen by the Departments.

Regarding the Civil Service Board seat, Michael Jarman has stated he would serve again if reappointed. Lawrence Hand has elected to resign his seat this year and the Employees will be choosing another representative (to sit until 2018) at the Employee meeting August 22, 2017.

Regarding the Planning Board, Craig Duran has resigned from the Board and a new member should be chosen to serve until September, 2018. This new member must be a City registered voter.

**BOARDS OF THE CITY  
2016-2017  
6/13/17**

<u>BOARD</u>	<u>MEMBER</u>	<u>TERM EXPIRES</u>
<b><u>CIVIL SERVICE</u></b>		
Regular Meeting	Bill Montfort (Board)	2018
1 <sup>st</sup> Wednesday	Michael Jarman (Council)	2017
12:00 P.M.	Debbie McCormick (Employees)	2017
2 yr term	Sherry Swartout (Council)	2018
4 pick 5th	Lawrence Hand (Employees)	2018

<b><u>PLANNING</u></b>			
Regular Meeting	Ed Benjamin Chair(17) <a href="mailto:mtsepb@comcast.net">mtsepb@comcast.net</a>	624-3800	2018
2 <sup>nd</sup> Monday	Ronald Dowgul <a href="mailto:rdowgul@gmail.com">rdowgul@gmail.com</a>	814-6152	2018
2:00 P.M.	Mark Sheldon <a href="mailto:mark@pcbent.com">mark@pcbent.com</a>	334-464-3030	2020
4 yr term	Craig Duran <a href="mailto:craig@craigduran.com">craig@craigduran.com</a>	527-0221	2018
Chmn annually by CC	Paul Turner, No email	234-8306	2020
VC chosen by Bd	Josh Wakstein <a href="mailto:JoshWakstein@gmail.com">JoshWakstein@gmail.com</a>	258-8772	2020
	Felicia Cook Vice-Chair (17) <a href="mailto:felicia.cook@chsfl.org">felicia.cook@chsfl.org</a>	816-686-6884	2018

(School Bd Member-Non-Voting) Wayne Elmore (no compensation) - -----

<b><u>EXAMINING</u></b>			
Regular Meeting	Joe Free (Htg & Air)	258-5011	2018
3 <sup>rd</sup> Monday	Robert Stumpf( Plumbing)	258-6717	2018
3:00 P.M.	Frank Woodford (Gas)	896-4637	2018
3 yr term	James Ryerson (Electrical)	258-5911	2018
term expires 7/22	Darrell Rizzuto (Building)	258-6101	2019
	Larry J Couch, Sr (Civilian)	596-2461	2019
	Robert Klemen (Building)		2019

Code Enforcement Hearing Officers      Mary Lee Hahn-      renewed automatically yearly  
    Brian Hess (3/2012)      unless City Mgr rejects

TDC- Regular meeting 2<sup>nd</sup> Tue 9AM

Mayor Thomas		12/31/17
Phil Chester		12/31/17
Gary Walsingham	Non-Collector Seat      236-1290	12/31/17
David Chapman	Collector Seat	12/31/19

AIRPORT AUTHORITY- Regular meeting 4<sup>th</sup> Wed 10AM

4 yr terms-2 term limit			
Del Lee (2 <sup>nd</sup> term)	338-0100	<a href="mailto:del.lee@clementgroup-llc.com">del.lee@clementgroup-llc.com</a>	06/30/21
Ken Nelson (1 <sup>st</sup> term)	258-7249	<a href="mailto:thecaptken@aol.com">thecaptken@aol.com</a>	06/30/20

BAY COUNTY LEAGUE OF CITIES-Meets 2<sup>nd</sup> Sat of mo, 7:30AM at PC IHOP  
 John Reichard

TPO- Meets every other mo, 4<sup>th</sup> Wed at 3:30PM-  
 John Reichard, Hector Solis

WFRPC- meets monthly, 3<sup>rd</sup> Monday, 3:30 PM at Crestview City Hall  
 Hector Solis

## Jo Smith

---

**From:** Craig Duran <craig@craigduran.com>  
**Sent:** Monday, July 10, 2017 11:14 AM  
**To:** Jo Smith  
**Subject:** From Craig Duran

Hi Jo,

Can you please forward this to all planning board member and city council members?

All,

Good morning. I wanted to let everyone know that due to increased commitments both professionally and personally, I am going to step away from serving on the planning board at this time. I very much appreciate the opportunity to serve all these years and would be happy to help the City of Panama City Beach whenever I can.

Thank you all very much for giving me the opportunity to learn and contribute all these years. I have enjoyed the education, service and most of all meeting and working with wonderful people along the way.

Sincerely,

Craig Duran

P.S. I can not attend today's meeting but could make arrangements to attend the next few meetings to give you time to find a replacement.

Craig Duran  
The Duran Group at Pelican Real Estate  
850-527-0221

**CITY OF PANAMA CITY BEACH PENSION BOARDS-June , 2017**

5  
AGENDA ITEM #

**GENERAL FUND BOARD MEMBERS:**

Chair Holly J. White (Council 2016-2020)  
Secretary Paul Casto (Employees 2016-2020)  
Kelly P. Jenkins (Council 2013-2017)  
Kathy Younce (Employees 2013-2017)  
Thomas Pate (5<sup>th</sup> Member 2013-2017)

**MAILING ADDRESS:**

**110 S Arnold Rd.  
Panama City Beach, FL 32413  
(850) 233-5100**

**POLICE BOARD MEMBERS:**

Chair Eusebio Talamantez (Employees 2016-2020)  
Secretary Robert Clifton (Council 2016-2020)  
Holly J. White (Council 2013-2017)  
Wayne Maddox (Employees 2013-2017)  
Rich McClanahan (5<sup>th</sup> Member 2013-2017)

**MAILING ADDRESS:**

**17115 Panama City Beach Parkway  
Panama City Beach, FL 32413  
(850)-233-5000**

**FIRE BOARD MEMBERS:**

Ray Morgan (5<sup>th</sup> Member 2013-2017)  
Secretary Tim Smith (Employees 2016-2020)  
Holly J. White (Council-2013-2017)  
Joey Alexander (Employees 2013-2017)  
Chair Shawn Legleiter (Council 2016-2020)

**MAILING ADDRESS:**

**17121 Panama City Beach Parkway  
Panama City Beach, FL 32413  
(850) 233-5120**

\*\*\*\*\*

**REGULAR ITEM**

**6**



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
LEGAL

2. MEETING DATE:  
AUGUST 10, 2017

3. REQUESTED MOTION/ACTION:  
Consider First Reading of Ordinance 1428 updating the Sign Code.

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)  
Memo is attached.





**HARRISON SALE  
McCLOY**  
Panama City | Santa Rosa Beach | Destin

**NICHOLAS A. BENINATE**  
304 Magnolia Ave  
Panama City, Florida 32401  
850.769.3434

CORRESPONDENCE  
nbeninate@HSMcLaw.com  
Postal Drawer 1579  
Panama City, Florida 32402

**MEMORANDUM**

**TO:** CITY COUNCIL

**CC:** MARIO GISBERT, CITY MANAGER  
MEL LEONARD, PLANNING DIRECTOR

**FROM:** NICHOLAS BENINATE & AMY MYERS

**DATE:** AUGUST 4, 2017

**RE:** ORDINANCE 1428, SIGN CODE UPDATE

Attached to this memorandum you will find an ordinance to update the Panama City Beach Sign Code and address sign related issues from other parts of the Land Development Code and the Code of Ordinances (the "Corrective Ordinance"). Its purpose is to minimize the risk of legal challenges based on recent changes in the law as set forth in the Supreme Court's June 18, 2015 *Reed v. Town of Gilbert* decision and subsequent cases. This ordinance is intended to eliminate or clarify concepts that are vulnerable under the *Reed* decision but with the least disruption practical to the City's existing policies. This ordinance is not focused on establishing new policies and we suggest that if the City wishes to consider new policies, the City should first adopt the attached Corrective Ordinance (or something similar) and then focus on new policies afterward. As always we invite your feedback and comments.

The Planning Board reviewed the Corrective Ordinance and a memorandum substantially similar to this one at its July 10, 2017 meeting. The Planning Board provided non-substantive changes to the Corrective Ordinance, which have all be incorporated, and recommended approval. Also noteworthy is that following the initial drafting of the Corrective Ordinance and submission to staff and the Planning Board, additional court decisions have occurred, including one by the United States Supreme Court, that strengthen the legal conclusions that your city attorneys relied on to draft the Corrective Ordinance. We chose to leave the extensive legal analysis in the "Whereas clauses" because it remains helpful in the event of a legal challenge, but it has become less essential during the past several months as the law has become more clear.

**BACKGROUND:**

When the *Reed* decision was published, there was a lot of initial uncertainty about just how far reaching it was. In general, the Supreme Court said that content based discrimination between speech is not allowed unless it passes a very difficult test referred to as strict scrutiny. The Court clarified that content

based discrimination does not simply mean preferring one viewpoint over another, but is realized whenever a sign needs to be read to determine how to regulate it. This approach, in such simple terms, would run contrary to way most local governments had regulated signs for decades and apparently would have overruled several important concepts in free-speech law. For example, under that approach it is unlikely that a city could justify treating a business sign differently from an election sign based on their content. However, the *Reed* case itself involved a comparison of three types of non-commercial signs (temporary directional signs for the events of non-profit groups, temporary political signs, and ideological signs). Thus, many commentators found it difficult to believe that the Court meant to the change the law for so many other contexts.

A few local governments responded by adopting amendments to their sign codes that eliminated nearly all content based distinctions, instead focusing only on issues like numbers of signs, sizes, and building materials. Other local governments made more modest changes. Most took a wait and see approach. Predictably, in the nearly two years that have elapsed after *Reed*, its meaning and application have been considered by numerous courts. Only recently have there been enough decisions throughout the country for it to be reasonably clear what is and is not allowed.

Traditionally speech has fallen into a handful of categories which could be regulated to different degrees depending on the category. At the top of the scale were various types of non-commercial speech like political speech, religious speech, government and safety matters, and most free expression. Then certain kinds of professional speech, such as in a doctor patient relationship. Then commercial speech, usually meaning advertising. Finally, the most regulation has been allowed for topics like obscenity and defamation. The Panama City Beach Sign Code relies on these considerations and was carefully designed and adopted to meet the specific legal standards for each of the various categories of speech. Following *Reed*, the courts have generally concluded that this hierarchy is still valid and that *Reed* was focused on non-commercial speech. Further, the traditional lenient regulation of certain signs such as safety and hazard signs and signs for street numbers for homes has been discussed by courts and should continue to be sound.

Consequently, this Corrective Ordinance focuses on non-commercial speech and seeks to eliminate differing treatment between different types of non-commercial speech. For example, political signs and religious signs generally should be subject to the same degree of regulation since it would be very difficult to justify a difference under the applicable strict constitutional standard. The Corrective Ordinance eliminates this kind of differing treatment in most instances by eliminating language focused on the content of the speech or the identity of a speaker and emphasizing time and place considerations instead. Further, the Corrective Ordinance emphasizes non-commercial speech as a single category instead of a collection of sub categories with differing rules. It also ensures that when one type of non-commercial speech is permitted, then nearly all other types of non-commercial speech are allowed as well.<sup>1</sup> In addition, it would eliminate the concept of changing the rules for signs in the right-of-way and other locations based on a Community Event declaration. In practice, the City has stopped declaring Community Events already and, in theory, the process invites the Council to pick winners and losers between various sources and types of non-commercial speech without much chance of satisfying strict scrutiny under *Reed*. Finally, the Corrective Ordinance emphasizes and expands the City's existing rule allowing non-commercial speech to be substituted for commercial speech when commercial speech is allowed. This rule is based on the notion that non-commercial speech is entitled to less regulation than commercial speech, so when commercial signs are specifically allowed, most non-commercial signs need to be allowed as well.

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<sup>1</sup>The Corrective Ordinance exempts Warning and Safety Signs from this substitution clause because these Signs are necessary for a compelling governmental interest and due to the reason for placing these Signs, the City cannot reasonably predict the locations, numbers, and sizes for Warning and Safety Signs needed for a given location. Thus, the concept of substitution is not suitable for these categories, could invite abuse, and could result in safety risks.

While there remains an argument that *Reed* requires more aggressive changes, the vast majority of courts have rejected it or avoided having to reach that result. We are comfortable with the City leaving its regulations directed at commercial signs largely unchanged unless the City wishes to take a more conservative approach. Going much further than what is proposed by the Corrective Ordinance, however, could mean rewriting the Sign Code and extensive changes to what citizens and business actually experience on the streets. The changes proposed by the Corrective Ordinance are unlikely to be noticeable to a typical citizen unless the substitution clauses begin being used aggressively. Furthermore, and somewhat surprisingly, not many Florida cities or counties have amended their sign ordinances to adjust for the *Reed* decision. Thus, adoption of the Corrective Ordinance would put the City ahead of most other Florida localities in terms of efforts to ensure constitutionality. This should minimize the risk of a well-financed challenger targeting the City's rules as opposed to those of another locality that has not updated its sign rules.

This memorandum is only intended to summarize the proposed changes and to explain the reason why you are being asked to consider the Corrective Ordinance. If you have questions or comments about specific changes, we welcome your feedback.

**RECOMMENDATION:** Recommend approval.

ORDINANCE NO. 1428

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY OF PANAMA CITY BEACH SIGN CODE AND OTHER SIGN RELATED RULES FROM THE LAND DEVELOPMENT CODE AND CODE OF ORDINANCES TO ENSURE CONSISTENCY WITH RECENT JUDICIAL DECISIONS; CREATING A DEFINITION FOR NON-COMMERCIAL SIGNS AND REVISING DEFINITIONS TO REDUCE DISTINCTIONS BETWEEN TYPES OF NON-COMMERICAL SIGNS; DELETING CERTAIN DEFINITIONS; AMENDING THE SIGN CODE TO AVOID CONTENT BASED DISTINCTIONS BETWEEN THE REGULATION OF VARIOUS TYPES OF NON-COMMERCIAL SIGNS; AMENDING THE SIGN CODE TO ENSURE THAT NON-COMMERCIAL SIGNS ARE NOT REGULATED MORE STRICTLY THAN COMMERCIAL SIGNS; ALLOWING SUBSTITUION OF A DIFFERENT NON-COMMERCIAL MESSAGE WHEN ANOTHER NON-COMMERCIAL MESSAGE HAS BEEN SPECIFCALLY ALLOWED; EXCEPT FOR WARNING AND SAFETY SIGNS, ALLOWING A NON-COMMERCIAL SIGN TO BE SUBSTITUTED FOR AN EXEMPT SIGN; DELETING SIGN RULES THAT RELY ON A DECLARATION OF A COMMUNITY EVENT; ESTABLISHING REASONABLE LIMITS ON THE NUMBER OF CERTAIN TYPES OF SIGNS ALLOWED WHEN NO LIMIT EXISTED; REVISING THE RULE FOR TRANSIENT RESIDENTIAL RENTAL SIGNS TO CLARIFY THAT IT APPLIES TO SIGNS ADVERTISING THE TRANSIENT RESIDENTIAL RENTAL RATHER THAN ALL SIGNS; REVISING THE SIGN CODE'S SEVERABILITY CLAUSE; REQUIRING THAT SIGN RELATED REQUIREMENTS OR REGULATIONS FROM OTHER SECTIONS OF THE LAND DEVELOPMENT REGULATIONS AND CODE OF ORDINANCES ARE SUBJECT TO THE SIGN CODE; RELOCATING CERTAIN SIGN RELATED RULES TO THE SIGN CODE; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the regulation of signs by the City of Panama City Beach (the "City") relates to rights under the First Amendment of the Constitution of the United States, which has been the subject of ongoing interpretation by the judiciary; and

WHEREAS, it is prudent for the City to reevaluate and update the City of Panama City Beach Sign Code (the "Sign Code") in light of the United States Supreme Court's opinion in *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015) ("*Reed*" or the "*Reed decision*")

Ord. 1428

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Page 1 of 12

AGENDA ITEM # 6

and subsequent cases that applied *Reed*; and

WHEREAS, the *Reed* decision clarified content-based regulation of speech, rather than just viewpoint based regulation of speech is subject to "strict scrutiny" meaning that the regulation must be narrowly tailored to a compelling government interest, a standard that few restrictions on speech meet; and

WHEREAS, in *Reed*, the Supreme Court held that government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed;

WHEREAS, the *Reed* case involved a comparison of rules applicable to three types of non-commercial signs (temporary directional signs for the events of non-profit groups, temporary political signs, and ideological signs) [see *Peterson v. Vill. of Downers Grove*, 150 F. Supp. 3d 910, 927-28 (N.D. Ill. 2015) ("But the majority never specifically addressed commercial speech in *Reed*, which is not surprising, because the Supreme Court did not need to address that issue: all of the restrictions at issue in *Reed* applied only to non-commercial speech")]; and

WHEREAS, the majority opinion by Justice Thomas repeatedly describes how the disparate treatment of these three types of non-commercial signs is content-based and not allowed strict scrutiny; and

WHEREAS, the Justice Thomas's majority opinion does not discuss commercial speech or use any examples of commercial speech;

WHEREAS, in *Reed*, the only direct discussion of the rules for commercial speech is in a Justice Breyer's concurrence, where he wrote approvingly of applying less strict standards to commercial speech [*Reed* at 2235 (citing *Central Hudson Gas & Elec. Corp. v. Public Service Comm'n of N. Y.*, 447 U.S. 557, 562-563 (1980))];

WHEREAS, the *Reed* majority suggested distinctions that "hinge on 'whether and when' an event is occurring' . . . that permit citizens to post signs on any topic whatsoever within a set period leading up to an election, for example," would be valid [*Reed* at 2231];

WHEREAS, Justice Alito's concurring opinion in *Reed* joined in by Justices Kennedy and Sotomayer pointed out that municipalities still have the power to enact and enforce reasonable sign regulations;

WHEREAS, the City recognizes Justice Alito's concurring opinion provided a list of rules that would not be content-based including the following: (1) rules regulating the

Ord. 1428

size of signs, which rules may distinguish among signs based upon any content-neutral criteria such as those listed below; (2) rules regulating the locations in which signs may be placed, which rules may distinguish between freestanding signs and those attached to buildings; (3) rules distinguishing between lighted and unlighted signs; (4) rules distinguishing between signs with fixed messages and electronic signs with messages that change; (5) rules that distinguish between the placement of signs on private and public property; (6) rules distinguishing between the placement of signs on commercial and residential property; (7) rules distinguishing between on-premises and off-premises signs; (8) rules restricting the total number of signs allowed per mile of roadway; and (9) rules imposing time restrictions on signs advertising a one-time event, where rules of this nature do not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed;

WHEREAS, the City recognizes that Justice Alito further noted in *Reed* that in addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech [see *Pleasant Grove City, Utah v. Summum*, 555 U.S. 460, 467-469 (2009)], and that government entities may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots;

WHEREAS, Justice Breyer also noted in his concurring opinion in *Reed* that “[t]he Court has also said that “government speech” escapes First Amendment strictures [citing *Rust v. Sullivan*, 500 U.S. 173, 193-194 (1991)];

WHEREAS, the City recognizes that Justice Alito noted that the *Reed* decision, properly understood, will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate esthetic objectives, including rules that distinguish between on-premises and off-premises signs;

WHEREAS, historically different levels of protection have applied to First Amendment rights related to signs, with topics like obscenity and defamation receiving the least protection, followed by commercial speech, followed by non-commercial speech; and

WHEREAS, the Supreme Court has been clear that it is that Court's own prerogative to overrule its precedent [see *Shalala v. Ill. Council on Long Term Care, Inc.*, 529 U.S. 1, 18, 120 S.Ct. 1084, 146 L.Ed.2d 1 (2000) (“This Court does not normally overturn, or so dramatically limit, earlier authority *sub silentio*.”); *Rodriguez de Quijas v. Shearson/Am. Express, Inc.*, 490 U.S. 477, 109 S.Ct. 1917, 104 L.Ed.2d 526 (1989) (“If a precedent of th[e] [Supreme] Court has direct application in a case, yet appears to rest on reasons rejected in some other line of decisions, the Court...should follow the case which directly controls,

Ord. 1428

leaving to th[e] [Supreme] Court the prerogative of overruling its own decision”]; and

WHEREAS, in *Reed*, the Court did not discuss overruling the commercial speech standards established in its earlier *Central Hudson* case [see *RCP Publications Inc. v. City of Chicago*, No. 15 C 11398, 2016 WL 4593830, at \*4 (N.D. Ill. Sept. 2, 2016) (“*Reed* did not even cite to *Central Hudson*, let alone expressly modify or overrule it.”)]; and

WHEREAS, the *Reed* decision cited the 11th Circuit case *Solantic, LLC v. Neptune Beach* approvingly as an example of a lower court holding “that similar content-based sign laws receive strict scrutiny” and that “there is no evidence that towns in those jurisdictions have suffered catastrophic effects,” *Reed* at 2232;

WHEREAS, *Solantic* confirmed the intermediate scrutiny test for commercial speech but provided that “[b]ecause the sign code does not regulate commercial speech as such, but rather applies without distinction to signs bearing commercial and noncommercial messages, the *Central Hudson* test has no application here” [*Solantic, LLC v. City of Neptune Beach*, 410 F.3d 1250, 1269 (11th Cir. 2005)];

WHEREAS, following the *Reed* decision, there was widespread uncertainty as to how to apply the *Reed* holding, particularly as to categories of speech that have traditionally been protected under on lesser standards than strict scrutiny such as commercial speech pursuant to intermediate scrutiny and professional speech pursuant to heightened scrutiny; and

WHEREAS, following the *Reed* decision, and after this ordinance was originally submitted to the Planning Board for consideration, the United States Supreme Court acknowledged and applied the relaxed test for commercial speech [*Matal v. Tam*, 137 S. Ct. 1744, 1763-65 (2017); see also *Expressions Hair Design v. Schneiderman*, 137 S. Ct. 1144, 1151 (2017)];

WHEREAS, the 11th Circuit Court of Appeals is the highest appellate court under the United States Supreme Court with jurisdiction over the City regarding federal constitutional issues; and

WHEREAS, following the *Reed* decision, the 11th Circuit Court of Appeals confirmed that “[c]ommercial speech is a narrow category of necessarily expressive communication that is “related solely to the economic interests of the speaker and its audience,” (citations omitted) or that “does ‘no more than propose a commercial transaction,’” (citations omitted) [*Dana's R.R. Supply v. Attorney Gen., Florida*, 807 F.3d 1235, 1246-47 (11th Cir. 2015)];

Ord. 1428

WHEREAS, in the same case the 11th Circuit Court of Appeal went on to say:

As is so often true, the general rule that content-based restrictions trigger strict scrutiny is not absolute. Content-based restrictions on certain categories of speech such as commercial and professional speech, though still protected under the First Amendment, are given more leeway because of the robustness of the speech and the greater need for regulatory flexibility in those areas. *See, e.g., Sorrell v. IMS Health Inc.*, 564 U.S. ----, 131 S.Ct. 2653, 180 L.Ed.2d 544 (2011) (commercial speech); *Wollschlaeger v. Governor of Florida*, 797 F.3d 859 (11th Cir.2015) (professional speech). For these categories of speech, the inquiry is the more flexible, yet still searching, standard of intermediate scrutiny. *See Cent. Hudson Gas v. Pub. Serv. Comm'n of N.Y.*, 447 U.S. 557, 564, 100 S.Ct. 2343, 2350, 65 L.Ed.2d 341 (1980) (describing the test for commercial speech); *Wollschlaeger*, 797 F.3d at 893-97 (applying the same test to professional speech). Under intermediate scrutiny "restrictions directed at commerce or conduct" may be upheld – assuming they further a substantial government interest and are narrowly tailored – even if they "impos[e] incidental burdens on speech." *Sorrell*, 564 U.S. at ----, 131 S.Ct. at 2664-65.

[*Dana's R.R. Supply* at 1246];

WHEREAS, when the 11th Circuit Court of Appeals later faced a similar issue in *Wollschlaeger v. Governor, Florida* regarding "heightened scrutiny" for professional speech, the court continued to evaluate professional speech under heightened scrutiny and declined to decide the question of whether strict scrutiny should apply after *Reed* since the law in questions could not survive heightened scrutiny [see 848 F.3d 1293 at 1301 (11th Cir. 2017)];

WHEREAS, following *Reed*, the large majority of courts have found that *Reed* did not overrule cases that made some categories of speech subject to less than strict scrutiny, such as the "intermediate scrutiny" test applicable to commercial speech; and

WHEREAS, these decisions come from most of the nation's judicial circuits in addition to the 11th Circuit and include, but are not limited to:

- 1st Circuit: Not addressed yet by First Circuit Court of Appeals, but see *Massachusetts Ass'n of Private Career Sch. v. Healey*, 159 F. Supp. 3d 173, 192-93 (D. Mass. 2016) (recognizing that "only a small number of courts have addressed First Amendment challenges to commercial-speech regulations since *Reed*, almost all of them have



concluded that *Reed* does not disturb the Court's longstanding framework for commercial speech under *Central Hudson*" and finding that *Reed* does "not appear to overrule, or diminish, the well-established principle of . . . less than strict review" for commercial speech);

- 2nd Circuit: *Poughkeepsie Supermarket Corp. v. Dutchess Cty.*, 648 Fed.Appx. 156, 157 (2d Cir. 2016) (in a summary order, providing that "[r]estrictions on commercial speech are subject to intermediate scrutiny review."); see also, *Boelter v. Advance Magazine Publishers Inc.*, No. 15 CIV. 5671 (NRB), 2016 WL 5478468, at \*13 (S.D.N.Y. Sept. 28, 2016) (applying intermediate scrutiny to commercial speech and stating "We do not read [*Reed* or *Sorrell*] to overrule *Central Hudson* and its progeny . . . [a]bsent further guidance from the Supreme Court or the Second Circuit, we join numerous courts in applying *Central Hudson* to commercial speech following *Reed* and *Sorrell*");
- 3rd Circuit: *Free Speech Coal., Inc. v. Attorney Gen. United States*, 825 F.3d 149, 161, 176 (3d Cir. 2016) (agreeing with the dissent that it is doubtful that *Reed* has overturned the *Renton* secondary effects doctrine, with dissent reasoning "[t]he Court also established years ago that the Constitution "accords a lesser protection" to another distinct form of speech—commercial speech—and has therefore applied intermediate scrutiny to laws affecting this speech");
- 4th Circuit: Not addressed yet by Fourth Circuit Court of Appeals;
- 5th Circuit: Not addressed yet by Fifth Circuit Court of Appeals, but see *Auspro Enterprises, LP v. Texas Dep't of Transportation*, 506 S.W.3d 688, 706 (Tex. App. 2016) (reviewing state billboard regulations and acknowledging "that *Reed's* holding seems to affect only restrictions of noncommercial speech");
- 6th Circuit: Not addressed yet by Sixth Circuit Court of Appeals, but see *Chiropractors United for Research & Educ., LLC v. Conway*, 2015 WL 5822721, at \*5 (W.D.Ky. Oct. 1, 2015) (*appeal pending*) ("Because the [challenged] [s]tatute constrains only commercial speech, the strict scrutiny analysis of *Reed* is inapposite.");
- 7th Circuit: *BBL, Inc. v. City of Angola*, 809 F.3d 317, 326 (7th Cir. 2015) ("We don't think *Reed* upends established doctrine for evaluating regulation of businesses that offer sexually explicit entertainment, a category the Court has said occupies the outer fringes of First Amendment protection"); see also, *RCP Publications Inc. v. City of Chicago*, No. 15 C 11398, 2016 WL 4593830, at \*4 (N.D. Ill. Sept. 2, 2016) ("[t]his Court, however, does not see

Ord. 1428

*Reed* as overturning the Supreme Court's consistent jurisprudence subjecting commercial speech regulations to a lesser degree of judicial scrutiny . . . [t]he case says nothing of the kind, indeed, it does not even address the commercial-noncommercial distinction.”); *Peterson v. Vill. of Downers Grove*, 150 F. Supp. 3d 910, 928 (N.D. Ill. 2015) (“absent an express overruling of *Central Hudson*, which most certainly did not happen in *Reed*, lower courts must consider *Central Hudson* and its progeny – which are directly applicable to the commercial-based distinctions at issue in this case – binding”); *Geft Outdoor LLC v. Consolidated City of Indianapolis*, 187 F.Supp.3d 1002, 1016–17, 2016 WL 2941329, at \*10 (S.D. Ind. May 10, 2016) (determining that *Reed's* holding is limited to noncommercial speech);

- 8th Circuit: Not addressed directly by Eight Circuit Court of Appeals, *but see Josephine Havlak Photographer, Inc. v. Vill. of Twin Oaks*, No. 16-3377, 2017 WL 3159678, at \*5 (8th Cir. July 26, 2017) (declining to apply strict scrutiny to an ordinance that applied to all commercial speech in neighborhood park);
- 9th Circuit Court of Appeals: *First Resort, Inc. v. Herrera*, 860 F.3d 1263, 1275 (9th Cir. 2017) (continuing to apply intermediate scrutiny to commercial speech after the *Reed* decision); *United States v. Swisher*, 811 F.3d 299, 313 (9th Cir. 2016) (noting that certain “traditional categories of content-based restrictions that are not subject to strict scrutiny under the First Amendment”); *see also, CTIA–The Wireless Association v. City of Berkeley, Cal.*, 139 F.Supp.3d 1048, 1061 (N.D. Cal. 2015) (noting that “the Supreme Court has clearly made a distinction between commercial speech and noncommercial speech ... and nothing in its recent opinions, including *Reed*, even comes close to suggesting that that well-established distinction is no longer valid”); *Contest Promotions, LLC v. City & Cty. of San Francisco*, No. 15-CV-00093-SI, 2015 WL 4571564, at \*4 (N.D. Cal. July 28, 2015) (“However, *Reed* does not concern commercial speech, and therefore does not disturb the framework which holds that commercial speech is subject only to intermediate scrutiny as defined by the *Central Hudson* test”); *California Outdoor Equity Partners v. City of Corona*, 2015 WL 4163346, at \*10 (C.D.Cal. July 9, 2015) (“*Reed* does not concern commercial speech, let alone bans on off-site billboards . . . [t]he fact that *Reed* has no bearing on this case is abundantly clear from the fact that *Reed* does not even cite *Central Hudson*, let alone apply it.” (*emphasis deleted*));
- 10th Circuit: Not addressed yet by Eight Circuit Court of Appeals;
- Court of Appeals for the Federal Circuit: *In re Tam*, 808 F.3d 1321, 1337–39, 1355-56 (Fed. Cir. 2015) (*en banc*) (analyzing whether speech was commercial and discussing and applying intermediate scrutiny test for commercial speech);

WHEREAS, while there are a handful of cases suggesting that *Reed* means

Ord. 1428

commercial speech may not be regulated more strictly than non-commercial speech, normally the facts and full context of those cases reveal other reasons for the decisions [see, e.g., *Sweet Sage Café, LLC v. Town of N. Redington Beach, Florida*, No. 8:15-CV-2576-T-30JSS, 2017 WL 385756, at \*9 (M.D. Fla. Jan. 27, 2017) (*appeal pending*) (suggesting that town must justify restrictions on commercial speech similarly to non-commercial speech and declaring sign ordinance facially unconstitutional, but ultimately the ordinance had the same content based infirmities as the *Reed* ordinance--exemptions that favored some categories of non-commercial speech over and others and commercial speech over non-commercial speech); and

WHEREAS, many of the City's rules relating to signs, in both the Land Development Regulations and the Code of Ordinances, were carefully adopted to survive intermediate scrutiny and, therefore, should continue to be valid under their original adoptions; and

WHEREAS, the City intends for this ordinance to eliminate content-based distinctions between nearly all types of Non-Commercial Signs; and

WHEREAS, in an abundance of caution, the City has eliminated some content-based distinctions between types of Commercial Signs; and

WHEREAS, it appears that the Town of Gilbert's approach to correcting the constitutional flaws in its sign code found by the Supreme Court was to add a substitution clause allowing non-commercial speech in place of commercial speech or other non-commercial speech; and

WHEREAS, Panama City Beach's Sign Code already includes this type of substitution regarding commercial speech, but the City wishes to emphasize it more clearly and expand it to ensure that it is used to avoid invalid discrimination between one type of non-commercial speech over another or any favoritism of commercial speech over non-commercial speech; and

WHEREAS, the City has excepted Warning and Safety Signs from this substitution clause because these Signs are necessary for a compelling governmental interest and due to the nature of the causes for placement of these Signs, the City cannot reasonably predict the locations, numbers, and sizes for Warning and Safety Signs needed for a given Premises to ensure safety and health within the City; and

WHEREAS, in recent years the City discontinued the practice of declaring Community Events, in part due to Constitutional concerns; and

Ord. 1428

WHEREAS, the City wishes to eliminate the portions of the Sign Code that rely on the declaration of a Community Event by the City; and

WHEREAS, in addition to the Sign Code, other rules exist in the City's Land Development Regulations and Code of Ordinances that regulate or require signs; and

WHEREAS, the City finds it prudent to move some of the rules from other parts of the Land Development Code to the Sign Code and confirm and formally make other rules from the Land Development Code and Code of Ordinances subject to certain generally applicable portions of the Sign Code, which have been designed to ensure that sign regulations are applied validly under the Constitution; and

WHEREAS, the City finds and determines that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be permitted to stand provided: (1) the unconstitutional provisions can be separated from the remaining valid provisions; (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void; (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other; and (4) an act complete in itself remains after the valid provisions are stricken [*see, e.g., Waldrup v. Dugger*, 562 So.2d 687(Fla. 1990)];

WHEREAS, the City finds and determines that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause;

WHEREAS, the City finds and determines that the City has consistently adopted and enacted severability provisions in connection with its ordinance code provisions; and the City wishes to ensure that severability provisions apply to its land development regulations, including its sign standards;

WHEREAS, the City finds and determines that there is an ample record of its intention that the presence of a severability clause in connection with the City's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any provision is invalid or unconstitutional for any reason whatsoever;

WHEREAS, the City finds and determines that the Land Development Code's

Ord. 1428

severability clause was adopted with the intent of upholding and sustaining as much of the City's regulations, including its sign regulations, as possible in the event that any portion thereof (including any section, sentence, clause or phrase) be held invalid or unconstitutional by any court of competent jurisdiction;

WHEREAS, the City finds and determines that the failure of some courts to uphold severability clauses has led to an increase in litigation seeking to strike down sign ordinances in their *entirety* so as to argue that the developers' applications to erect prohibited sign types, such as billboards, must be granted;

WHEREAS, the City finds and determines that there be an ample record of its intention that the presence of a severability clause in connection with the City's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any exceptions, limitations, variances or other provisions are invalid or unconstitutional for any reason whatsoever;

WHEREAS, the City finds and determines that the Land Development Regulation's "cap and replace" rules for Off Premises Signs should continue in effect regardless of the invalidity or unconstitutionality of any, or even all, other provisions of the City's sign regulations, other ordinance code provisions, or other laws, for any reason(s) whatsoever;

WHEREAS, the City finds and determines that there be an ample record that it intends that the height and size limitations on free-standing and other signs continue in effect regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the City's sign regulations, other ordinance code provisions, or other laws, for any reason whatsoever;

WHEREAS, the City finds and determines that there be an ample record that it intends that each prohibited sign-type continue in effect regardless of the invalidity or unconstitutionality of any, or even all, other provisions of the City's sign regulations, other ordinance code provisions, or other laws, for any reason(s) whatsoever;

WHEREAS, the City finds and determines that there have been billboard developers who have mounted legal challenges to a sign ordinance, either in its entirety or as to some lesser portion, and argued that there existed a vested right to erect a billboard through the mere submission of one or more prior permit applications, so that in the event that the billboard developer is successful in obtaining a judicial decision that the entirety or some lesser portion of a sign ordinance or its permitting provisions are invalid or unconstitutional, the billboard developer might then seek to compel the local governmental unit to issue a permit to allow the billboard developer to erect a permanent

Ord. 1428

billboard structure within the local government's jurisdiction;

WHEREAS, the City finds and determines that it desires to make clear that additional Off Premises Signs are not a compatible land use within the City and that there can be no good faith reliance by any prospective Off Premises Signs developer under Florida vested rights law in connection with the prospective erection or construction of additional Off Premises Signs within the jurisdictional limits of the City;

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, Section 5.07 of the Land Development Code of the City of Panama City Beach, which is the City of Panama City Beach's Sign Code, is amended to read as provided by Appendix 1 (new text **bold and underlined**, deleted text ~~struck through~~).

SECTION 2. The following section is created as Section 1.06.06 of the Land Development Code of the City of Panama City Beach (new text **bold and underlined**):

**Applicability of Sign Code.** The City has adopted comprehensive regulations for Signs in the City of Panama City Beach Sign Code as part of this Land Development Code. Whenever this Land Development Code provides a requirement or regulation for a sign that meets the definition of a Sign as provided by the Sign Code, such requirement or regulation shall be subject to the Sign Code and such Sign shall comply with the Sign Code, unless that requirement or regulation states an express exemption from the Sign Code. In addition, if another section of the Land Development Code requires a Sign that the Sign Code would not allow, then the Sign shall be allowed, but shall otherwise comply with and be subject to the requirements of the Sign Code. This Land Development Code may allow for modified Sign standards in an Overlay District or a Planned Unit Development, but any such modified standards remain subject to 5.07.01, 5.07.02, 5.07.05, 5.07.10, and 5.07.12, as amended.

SECTION 3. The following deletions are made to the Land Development Code of

the City of Panama City Beach based on the deleted clauses being relocated to the City of Panama City Beach's Sign Code:

- 4.05.03 G. regarding entrance *Signs* for entrance and exit of a *Parking Lot* or *Parking Garage*
- 4.05.04 F. regarding signs on *Pedestrian Crossovers*
- 5.04.33 C. regarding signs for *Transient Residential Rentals*

SECTION 4. The following section is created as part Chapter 1-General Provisions of the Panama City Beach Code of Ordinances (new text **bold and underlined**):

**Applicability of Sign Code. The City has adopted comprehensive regulations for signs in the City of Panama City Beach Sign Code contained in the Land Development Code of the City of Panama City Beach, Florida. This Code of Ordinances contains requirements and regulations that relate to signs. Whenever this Code of Ordinances provides a requirement or regulation for a sign that meets the definition of a Sign as provided by the Sign Code, such requirement or regulation shall be subject to the City of Panama City Beach Sign Code and such Sign shall comply with City of Panama City Beach Sign Code, except that if the Code of Ordinances requires a Sign that the City of Panama City Beach Sign Code would not allow, then the Sign shall be allowed but shall otherwise comply with and be subject to the requirements of the Sign Code.**

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

SECTION 6. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code and Panama City Beach Code of Ordinances, 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

Ord. 1428

changed whenever necessary or convenient.

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

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

CITY OF PANAMA CITY BEACH

ATTEST:

By \_\_\_\_\_  
MIKE THOMAS, MAYOR

\_\_\_\_\_  
CITY CLERK

PUBLISHED in \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2017.

POSTED on pcb.gov.com on the \_\_\_ day \_\_\_\_\_, 2017.

\_\_\_\_\_  
CITY CLERK



## 5.07.00 SIGN CODE

### 5.07.01 Definitions and Short Title.

This section 5.07.00 shall be known as the "*City of Panama City Beach Sign Code.*"

(Ord. #1254, 11/14/13)

As used in this section, the following additional, defined terms have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context requires or **Permits**.

**Abandoned Sign:** a **Sign** which was **Erected** or used in conjunction with a business or other use or activity that has been voluntarily or involuntarily discontinued, vacated, closed or abandoned for a period of ninety (90) days in any one hundred twenty (120) day period regardless of whether that business or other use or activity is thereafter recommenced, or a **Sign** pertaining to an event or purpose that has passed in time.

**Animated Sign:** a **Sign** which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including **Signs** using electronic ink, **Signs** set in motion by movement of the atmosphere, or made up of a series of sections that turn, or including any type of screen using animated or scrolling displays, such as an LED (light emitting diode) screen or any other type of video display, even if the **Copy** is frozen between animations or movement. A **Multi-Vision Sign** is not an **Animated Sign**.

**Back-to-Back Sign:** a **Sign** constructed as a single device or on a single **Sign Structure** with two **Faces** of substantially the same size oriented in generally opposing directions and at no point more than four (4) feet apart.

**Banner:** a **Sign** consisting entirely of a flexible substrate such as vinyl or fabric on which **Copy** or graphics may be displayed. A self-supporting structural material is not a flexible substrate.

(Ord. # 1244, 12-13-12)

**Beacon:** a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which has the effect of attracting attention.

**Bench Sign:** a **Sign** attached or applied to a seat or bench intended for human occupancy.

**Building:** a permanent **Structure** with at least four (4) opposing sides and a **Roof**, and intended for human occupancy.

(Ord. # 1244, 12-13-12)

**Building Frontage:** the length of that side of the principal **Building** on a **Premises** that **Faces** the **Frontage** of that **Premises**, measured in a straight line and excluding any **Canopy** or other portion of the **Building** extending beyond its foundation.

**Building Glass Area:** an opening in a **Building** typically, but not necessarily, covered by transparent or translucent material, such as a window or glass door; **Building Glass Area** includes an open door, passage, window or similar opening in a **Building**.

**Building Sign:** a **Wall**, **Projecting**, or **Canopy Sign**.

**Business District:** an **Area** or zone designated for business, tourist or other **Commercial** use by the zoning or land use regulations of the **City**.

**Canopy:** any shelter over a door, entrance, window, or outdoor service area, supported partially or entirely from the exterior wall of a **Building**, including an awning or marquee.

**Canopy Sign:** any **Sign** that is a part of or printed, stamped, stitched or otherwise applied onto a **Canopy**.

**Changeable Copy Sign:** a **Sign** which displays a series of messages or images which are changed mechanically, electronically, manually in the field or by any other means, including LED technology. **Changeable Copy Signs** frequently but not necessarily contain a separate cabinet or space on the **Sign** within which **Copy** is changed. A **Changeable Copy Sign** with one or more **Off-Premises Sign** messages is an **Off-Premises Sign**.

**Corner Premises:** a **Premises** with an improved **Street** bordering at least one side and intersecting its **Frontage Street**.

**Commercial:** of, in or related to the creation, transport, holding, buying, selling, exchange, disposition or delivery of goods, services, money or anything of value, tangible or intangible, regardless of whether such action is taken by a natural or artificial person, when a significant purpose of such action is to generate revenue, including not for profit entities, or by a religious, educational or charitable concern

**Commercial Mascot or Sign Holder:** humans or animals used as advertising devices for **Commercial** establishments by the wearing of costumes, insignia or masks associated with a **Commercial** establishment, or by holding or waving a **Sign** with a **Commercial Message** or a device with moving parts intended to attract attention to a **Commercial** establishment. A **Commercial Mascot** includes by way of example and not limitation, clowns, stilts-walkers, persons waving **Signs** and **Sign**-twirlers.

**Commercial Message:** any **Sign** wording, logo, or other representation or image that directly or indirectly names, advertises, or calls attention to a product, service, sale or sales event or other **Commercial** activity.

**Copy:** the linguistic or graphic content of a **Sign**.

**Digital Light Show:** a digital mapping projection which may appear to be three dimensional and is typically projected upon the vertical surface of a **Building** or other **Structure**.

(Ord. # 1244, 12-13-12)

**Dilapidated Sign:** any **Sign** which is structurally unsound, fails to meet applicable **Building**, electrical and safety codes, has defective parts or is in need of painting or **Maintenance**.

**Directional Sign:** a traffic **Sign** or symbol on private property (including by way of example and not limitation "**Entrance**," "**Exit**," "**No Parking**," "**Turn**" and "**Slow**" **Signs**) which may contain no **Commercial Message** other content except as prohibited by Section 5.07.04 than an optional, single logo or mark which represents the Premises on which such **Directional Sign** is located provided that such content logo or mark does not exceed twenty-five percent (25%) of the **Area** of the **Face** upon which it appears.

**Double-Faced Sign:** a **Sign** with two (2) or more adjacent **Sign Faces** on a single **Sign Structure** or separate **Structures** with such **Faces** oriented in generally the same direction or visible from any one point, and not more than ten (10) feet apart at the nearest point between the two **Faces**. A **Double-Faced Sign** may be referred to as a side-by-side or stacked **Sign**. A **Double-Faced Sign** shall constitute one (1) **Sign**.

~~**Election Sign** a Temporary Sign identifying and urging voter support for or opposition to a candidate for public office or stating a position regarding an issue upon which a public vote will be held.~~

**Erect:** to construct, build, raise, assemble, place, affix, attach, create, paint, draw, or in any way bring into being or establish. "Erect" does not include any of the foregoing activities when performed as an incident to the change of **Copy** or customary **Maintenance** or repair of a **Sign** or **Sign Structure**.

**Facade:** the entire front of a **Building**, including wall **Face** and **Parapet**, **facia**, **soffit**, **mansard**, **Roof**, windows, doors and **Canopy**, as would be shown on any complete elevation drawing. A **Facade Faces** the **Frontage** of the **Premises** on which the **Building** is situated. Every **Building** has only one (1) **Facade**.

**Face:** see **Sign Face**.

**Flag:** a flexible, graphic device, made of nylon, polyester, cotton, rayon or other similar pliable material, always rectangular in shape, and with a hoist to fly (short edge to long edge) ratio of at least one to one (1:1 or square) and no more than one to two (1:2). A **Flag** may but is not required to represent a government, business or other identifiable entity. A **Flag** may be blank.

(Ord. # 1330, 1-8-15)

**Flag Pole:** a pole intended and used exclusively to support and display a **Flag** at its top, and for no other purpose, and which is sufficiently rigid that it does not appreciably sway or deflect when flying one, two or three **Flags** as high as possible in any wind less than twenty knots.

**Flashing:** emission of light in sudden, transitory bursts.

**Fence Sign:** that portion of any fence containing a **Sign Face** which is attached to a fence that is intended and used primarily to enclose or screen real property, provided that the length of the fence is at least five (5) times greater than the horizontal dimension of the **Sign Face**, including the cabinet or any **Structure** in which the **Sign** is located.

**Fixed Aerial Sign:** any aerial advertising medium that is tethered to the ground.

**Free-Standing Sign:** a **Sign** supported by a **Sign Structure** secured in the ground and which is essentially, structurally independent of any **Building**, **Structure** or vehicle, including a **Monument Sign**.

**Free Expression Sign:** A **Sign** that does not advertise products, goods, businesses or services and that expresses an opinion or other point of view.

**Frontage:** the main **Street** property line of a **Premises**. Every **Premises** has only one (1) **Frontage**.

**Fuel Pump Signs :** **Signs** placed on or above a fuel pump providing, for example, information to the public regarding safety, the generic type of fuel, self or full service, self-service instructions, price, octane rating, additives, or similar information relating to safety or method of delivery.

**Graphic Sign:** a **Sign** which is used or intended primarily to attract attention and that does not include written information or a logo.

**Holographic Display Sign:** a **Sign** or an advertising display, or portion thereof, that creates a three-dimensional image through projection, OLED (organic light emitting diode), or any similar technology.

**Illegal Sign:** a **Sign** described as such in section 5.07.09 of this **Sign Code**.

**Illuminated Sign, External:** any *Sign* which is directly lighted by an external, artificial source.

**Illuminated Sign, Internal:** any *Sign* which transmits light through any portion of its *Face*.

**Inflatable Sign:** a three dimensional *Sign* or *Sign Statuary* resting on and supported by the ground that is either expanded to its full dimensions or supported by gases contained within the *Sign*, or *Sign* parts, at a pressure greater than atmospheric pressure.

**LED Sign:** a *Sign* or portion thereof that uses light emitting diode technology or other similar semiconductor technology to produce an illuminated image, picture, or message of any kind, regardless of whether the image, picture, or message is moving or stationary; this type of *Sign* includes any *Sign* that uses LED technology of any kind whether conventional (using discrete LEDs), *surface* mounted (otherwise known as individually mounted LEDs), transmissive, organic light emitting diodes (OLED), light emitting polymer (LEP), organic electro luminescence (OEL), or any similar technology; sometimes referred to as "digital *Signs*."

**Legal Sign:** a *Sign* described as such in section 5.07.09 of this *Sign Code*.

**Lost Sign:** An *Off-Premises Sign* voluntarily or involuntarily removed from service as described in section 5.07.06 of this *Sign Code*.

**Maintenance:** in the context of this *Sign Code* means the repairing or repainting of a portion of a *Sign* or *Sign Structure* which has been made unusable by ordinary wear, and periodically renewing or changing *Copy*.

**Monument Sign** means a *Free-Standing Sign* that is an essentially solid structure containing a *Sign Face* which is supported solely by a solid base that extends to the ground and which is not attached or affixed in any way to a building, fence, or other structure.

**Multi-Vision Sign:** a *Sign* on which an entire *Face*, but not less than the entire *Face*, is changed by mechanical, electronic or other automated means at regular, short intervals in order to present two or more different *Sign Faces* (each with stationary symbols) in the space of one *Face*. *Multi-Vision Signs* include but are not limited to "tri- vision" *Signs* (three *Faces* changed by mechanical louvers) and *LED Signs* with two or more *Faces*. In addition, for a *Sign* to qualify as a *Multi-Vision Sign* it must meet all of the standards and requirements specified for *Multi-Vision Signs* in the *General Sign Standards* section of this *Sign Code*.

**Non-Commercial:** not *Commercial* and not relating to a *Commercial Message*.

**Non-Commercial Message:** any message which is not a *Commercial Message*.

**Non-Commercial Sign:** any sign which does not state a *Commercial Message* and is not used for a *Commercial* purpose. Examples include, but are not limited to, *Signs* with a religious or political message and *Free Expression Signs*.

**~~Non-Conforming~~ Nonconforming Sign:** a *Sign* described as such in section 5.07.09 of this *Sign Code*.

**Off-Premises Sign:** a *Commercial Message Sign* not located on the site of the establishment or entity indicated or advertised by the *Sign*, or a *Commercial Message Sign* advertising a commodity, good, product, service or other *Commercial* activity or purpose which originates on a site other than where the *Sign* is maintained, or a *Sign* which directs attention to a *Commercial, industrial, educational, religious or not-for-profit occupancy, or Non-Commercial* establishment, commodity, good, product, service or other *Commercial, industrial, educational, religious or not-for-profit or Non-Commercial* activity not conducted, delivered, sold or offered upon the site

where the **Sign** is maintained, e.g., "billboards" or "outdoor advertising." The on-site/off-site distinction only applies to **Commercial Message Signs**. For purposes of this definition, access easements and other appurtenances connected to a **Premises** are considered to be outside the **Premises** and any **Sign** located in such an easement or other appurtenance is considered an **Off- Premises Sign**.

**On-Premises Sign:** a **Commercial Message Sign** which directs attention to a ~~Commercial, industrial, educational, religious or not-for-profit occupancy, or Non-Commercial~~ establishment, commodity, good, product, service or other ~~Commercial, industrial, educational, religious or not-for-profit or Non-Commercial~~ activity conducted, delivered, sold or offered upon the site where the **Sign** is maintained. The on-site/off-site distinction only applies to **Commercial Message Signs**.

**Parapet:** a false front or wall extension above the **Roof** of a **Building**.

**Pennant, Streamer, Balloon or Bunting:** any fluttering or non-stationary device made of flexible materials designed, intended or used to attract attention, including **Flags** and "wind-**Signs**."

**Permit or Permitting:** the **Permit** issued by the **City** pursuant to and required by this **Sign Code** to **Erect**, display, relocate or alter a **Sign** or the act of issuing a **Permit**.

**Portable Sign:** any **Sign** that is not permanently attached to the ground or to a **Building** or other **Structure** that is permanently attached to the ground, or a **Sign** designed and capable of being moved, including but not limited to, a **Sign** designed to be transported by means of attached or removable wheels, including the type of **Sign** commonly known as a sandwich board **Sign**, sidewalk **Sign**, and **Trailer Sign**.

**Premises:** an improved **Area** of land not divided by an access regulated road, together with its appurtenances and **Buildings**, including vehicular right-of-way easements where the primary **Premises** is the dominant parcel, under single, unified ownership or control. An improved **Area** of land which lies on both sides of an access regulated road shall be considered two **Premises** even if under single, unified ownership or control.

~~**Project Sign:** a **Temporary Sign** Erected and displayed on **Premises** then under construction and identifying an architect, contractor, developer, financial organization, subcontractor or materials vendor furnishing labor, services or materials for such construction.~~

**Projecting Sign:** a **Sign** affixed to any **Building** or wall whose single leading edge extends, often perpendicular, beyond such **Building** or wall. For purposes of this definition, the single leading edge shall mean the furthest projection from the **Building** or wall.

(Ord. # 1285, 8-22-13)

**Real Estate Sign:** a **Temporary Sign Erected** by the owner or his agent, advertising the real property upon which the **Sign** is located for rent, lease or sale.

**Residential District:** an **Area** or zone designated for **Residential** uses only by the **LDC**. **Roof:** the exterior covering of the top of a **Building**.

**Roof Sign:** a **Sign Erected** over or on, and wholly or partially dependent upon, the **Roof** of any **Building** for support, or attached to the **Roof** in any way.

**Shopping Center:** a group of **Commercial** establishments located on one **Premises**, under single, unified ownership or control.

**Sign:** Any letter, number, symbol, figure, character, mark, plane, point, design, stroke, strike, line, illuminated surface, light, string of lights, graphic, picture, mural, or any random or ordered variation of colors or dimensional textures, which is so constructed, placed, attached, painted, erected, or fastened in any manner to either convey information or attract the attention of the public to any place, item or idea, and which is visible by a pedestrian at ground level on any **Street**, or water's edge of the Gulf of Mexico, or any adjoining **Premises**; provided, however, that this definition or this **Sign Code** does not make unlawful any of the following if they are not used or intended to convey any information or depict any item or idea: (i) one or more dimensional architectural components or dimensional architectural details constructed as an integral part of a **Building**, or (ii) any dimensional architectural component or dimensional architectural detail being consistently colored a color that is different from the color of the **Building** or the color of another such component or detail (for example: **Roof** versus fascia, fascia versus soffit, soffit versus wall, wall versus trim, trim versus window, window versus door, et cetera). A **Sign** includes any associated **Sign Structure**.

**Sign Area (sometimes Area):** the surface **Area** of a **Sign** or **Sign Face**, as the context shall require, computed for each type of **Sign** by the method specified in this **Sign Code**. If no method is specified, **Sign Area** is computed for the entire **Area** within the periphery of a single polygon with no more than eight straight sides containing the largest single **Face** of the **Sign**.

**Sign Code:** this **Sub-Chapter** of the **LDC**.

**Sign Face (sometimes Face):** that part of a **Sign** that is or can be used to present alphabetic or pictorial symbols or representations.

**Sign Height (sometimes Height):** the vertical distance measured from the average elevation of the ground within a thirty (30) foot radius of the **Sign** (excluding the base or berm of a **Monument Sign**) to the top of the **Sign Face** or **Sign Structure**, whichever is greater.

**Sign Statuary or Statuary:** any permanent, three-dimensional, man-made representation of a plant, animal, or other thing, intended primarily to attract attention, and not intended and used primarily to entertain or amuse customers of the business of which the **Statuary** forms a part. **Sign Statuary** may not be an **Inflatable Sign**.

**Sign Structure:** a **Structure** or object used or intended to be used to support, in whole or in part, a **Sign Face**, but excluding a **Building**, **Structure**, fence, wall or earthen berm intended and used primarily for an independent purpose.

**Snipe Sign:** a **Sign** of any material that is attached or painted in any way to a utility pole, tree, shrub, fence post, or other similar object, located on public or private property. **Snipe Signs** do not include **Warning Signs** and **Directional Signs Permitted** by this **Sign Code** without a **Permit**.

**Street:** a public right-of-way any portion of which is used or intended for motorized vehicular travel.

~~**Streetlight Standard:** a vertical **Banner** affixed to a publicly owned and maintained streetlight support pole.~~

(Ord. # 1244, 12-13-12)

**Swinging Sign:** a **Sign** installed on an arm, mast or spar which **Sign** is not, in addition, permanently fastened to an adjacent wall or upright pole to prevent movement.

**Temporary Sign:** a **Sign** intended to display either **Commercial** or **Non-Commercial Messages** of a transitory or

temporary nature. A **Temporary Sign** includes a **Portable Sign** or any **Sign** not permanently embedded in the ground, or not permanently affixed to a **Building** or a **Sign Structure** that is permanently embedded in the ground.

**Traffic Control Device Sign:** any **Sign** placed by a government agency located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard. A **Traffic Control Device Sign** includes those **Signs** that are classified and defined by their function as regulatory **Signs** (that give notice of traffic laws or regulations), warning **Signs** (that give notice of a situation that might not readily be apparent), and guide **Signs** (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information).

**Trailer Sign:** any **Sign**, whether on its own trailer, wheels, or otherwise, that is designed or intended to be transported from one place to another, even though the wheels may be removed, and the remaining chassis or support **Structure** contains space provided for advertising messages that may be changed at will by the replacement of lettering or symbols.

**Vehicle:** a conveyance or means of transporting something, either self-propelled or towed, and including an inoperable device in generally the same form but which cannot serve that function.

**Vehicle Sign:** a permanent or temporary **Sign** affixed or painted on a **Vehicle** or visible through the window of any **Vehicle**,

**Wall Sign:** a **Sign** painted on or **Erected** parallel to and not more than twelve (12) inches from the wall or **Facade** of any **Building** to which it is attached, and supported throughout its entire length by the **Facade** of the **Building** and not extending above or beyond the **Building Facade**, excluding window **Signs**.

**Wall Wrap Sign:** a **Sign** or portion thereof composed of fabric, plastic, vinyl, mylar or a similar material that drapes or hangs over the side of a **Building**, wall or window. This **Sign** type was the subject of the litigation in *City of Philadelphia v. Berman*, 863 A.2d 156 (Pa.Cmwlth. 2004) and *Society Created To Reduce Urban Blight (SCRUB) v. Zoning Bd. Of Adjustment*, 908 A.2d 967 (Pa.Cmwlth. 2006).

**Warning Sign or Safety Sign:** a **Sign** which provides warning of a dangerous condition or situation that might not be readily apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned **Building**, beware of dog, etc.) or that provides warning of a violation of law (e.g., no trespassing, no hunting allowed, posted, etc.)

**Window Sign:** any opaque or translucent **Sign** of any material which is (i) painted on, etched into, applied to, attached to or projected upon or within the exterior or interior of a **Building Glass Area**, or (ii) located within six (6) feet of the interior side of a **Building Glass Area** and displayed under circumstances indicating that the primary purpose of such **Sign** is to attract the attention of the public through the window, whose alphabetic or pictorial symbols or representations are visible by a pedestrian at ground level on any **Street**, the water's edge of the Gulf of Mexico, or any adjoining **Premises**.

**Yard or Garage Sale:** an informal, infrequent and irregularly scheduled event for the sale of used personal property conducted at the personal residence of an individual who owns at least a material part of the personal property offered for sale. A second such event held on the same **Premises** within any ninety (90) day period shall not be considered a **Yard or Garage Sale**. A **Yard or Garage Sale** may be referred to as a garage sale, lawn sale, yard sale, front yard sale, back yard sale, attic sale, rummage sale, patio sale, moving sale,

or any similar designation.

**Yard or Garage Sale Sign:** any **Temporary Sign** advertising a **Yard or Garage Sale**.

### 5.07.02 Purpose, Intent, Scope and General Prohibition

A. It is the purpose of this **Sign Code** to promote the public health, safety and general welfare of residents and visitors in the **City** through reasonable, consistent and non-discriminatory **Sign** standards. The **Sign** regulations in this **Ordinance** are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of **Signs**. The **Sign** regulations are especially intended to reach the secondary effects that may adversely impact aesthetics and safety, especially traffic safety. The **City** is a relatively compact beachfront tourist destination and **Single Family Residential** community located on the Gulf of Mexico in Northwest Florida. Panama City Beach has more than eight (8) miles of Gulf front beaches. The economic base of the **City** is almost completely dependent upon tourism, and tourism is the single largest economic engine in Bay County, Florida. In order to preserve and promote the **City** as a desirable community in which to live, vacation and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of **Signs** within the **City** contributes significantly to this desired end. These **Sign** regulations have been prepared with the intent of enhancing the visual environment of the **City** and promoting its continued well-being, and are intended to:

1. Avoid content based distinctions between the regulation of various Non-Commercial Signs, Non-Commercial Messages, or other Non-Commercial speech;
2. Not regulate Non-Commercial Signs more strictly than Commercial Signs and allow for Non-Commercial Signs whenever Commercial Signs are allowed, such as under Section 5.07.05.N;
3. Encourage the effective use of **Signs** as a means of communication in the **City**;
4. Maintain and enhance the aesthetic environment and the **City's** ability to attract sources of economic development and growth;
5. Improve pedestrian and traffic safety;
6. Minimize the possible adverse effect of **Signs** on nearby public and private property;
7. Foster the integration of signage with architectural and landscape designs;
8. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of **Signs** which compete for the attention of pedestrian and vehicular traffic;
9. Allow **Signs** that are compatible with their surroundings and aid orientation, while precluding the placement of **Signs** that contribute to **Sign** clutter or that conceal or obstruct adjacent land uses or **Signs**;
10. Encourage and allow **Signs** that are appropriate to the zoning district in which they are located and consistent with the category of use and function to which they pertain;
11. Curtail the size and number of **Signs** and **Sign** messages to the minimum reasonably necessary to identify a **Residential** or business location and the nature of any such business or to communicate a



- message or capture attention;
12. Establish **Sign** size in relationship to the scale of the lot and **Building** on which the **Sign** is to be placed or to which it pertains;
  13. Categorize **Signs** based upon the function that they serve and tailor the regulation of **Signs** based upon their function;
  14. Preclude **Signs** from conflicting with the principal **Permitted** use of the site and adjoining sites;
  15. Regulate **Signs** in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
  16. Except to the extent expressly preempted by state or federal law, ensure that **Signs** are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe **Signs**;
  17. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the **City**;
  18. Allow for traffic control devices consistent with national standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on **Streets** and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
  19. Protect property values by precluding, to the maximum extent possible, **Sign**- types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
  20. Protect property values by ensuring that **Sign**-types, as well as the number of **Signs**, are in harmony with **Buildings**, neighborhoods, and conforming **Signs** in the area;
  21. Regulate the appearance and design of **Signs** in a manner that promotes and enhances the beautification of the **City** and that complements the natural surroundings in recognition of this **City's** reliance on its natural surroundings and beautification efforts in retaining economic advantage for its resort community, as well as for its major subdivisions, **Shopping Centers** and industrial parks; and
  22. Enable the fair and consistent enforcement of these **Sign** regulations.
- B.** Unless exempted from **Permitting**, no **Sign** or **Sign Structure** shall be **Erected**, displayed, relocated, altered or repaired unless a valid and current **Permit** for such activity is held by the owner or person entitled to possession of the **Sign**.
- C.** No person shall **Erect**, display, relocate or alter, or cause or **Permit the Erection**, display, relocation or alteration of, any **Sign** or **Sign Structure** not exempt from **Permitting** unless a valid and current **Permit** for such activity is held by the owner or person entitled to possession of the **Sign**.
- D.** No **Permit** is required to maintain, alter or repair a **Sign** as long as no alterations are made to the **Sign's Height**, width, length, depth, area, weight, location, or structural support, and if such **Maintenance**, alteration or repair involves only:
1. Changing or renewing the **Copy** of a **Sign**, including any change of **Copy** on a

**Changeable Copy Sign, or**

2. Painting or refinishing the surface of a **Sign Face** or **Sign Structure** of a lawful **Sign** so as to keep or restore the **Sign** to its lawful appearance.

E. The City's Engineering Technical Manual shall be read in conjunction with this **Sign Code** and **Signs** required by or regulated by the City's Engineering Technical Manual shall also comply with this **Sign Code**.

**5.07.03 Signs Exempt from Permitting.**

The following types of **Signs** may be **Erected** and displayed without a **Sign Permit**, if the required conditions stated are met. Each such **Sign** is subject to the prohibitions and general **Sign** standards (Sections 5.07.04 and 5.07.05 of this **Sign Code**) applicable to all **Signs** within the **City**.

- A. Each **Premises** may display one (1) free-expression, single **Face** or **Back-to-Back Sign** not exceeding four and one-half (4.5) square feet per **Face** and three (3) feet in **Sign Height** in any **Residential District** and sixteen (16) square feet per **Face** and six (6) feet in **Sign Height** in a **Business District**, containing only a **Non-Commercial Message**. The **Sign** may be displayed as a **Building Sign**, a **Window Sign** or a **Free-Standing Sign**. A **Free Expression Sign** is in addition to any other **Sign Permitted** under this **Sign Code** and is **Permitted** in any zoning or land use district. Also, persons participating in **Non-Commercial** demonstrations, political rallies or otherwise expressing their valid right to **Non-Commercial** speech may hold and wave from a lawful pedestrian access **Area** of a **Street** (if there be such an area) one free-expression **Sign** containing only a **Non-Commercial Message**, or hold and wave such a **Sign** from any other traditional public forum or from private property.
- B. One (1) nameplate **Sign** identifying the occupants of a private residence and displayed at the entrance **Drive** of a **Single Family** residence or affixed to the dwelling **Structure**, not exceeding two (2) square feet per **Face** and three (3) feet in **Sign Height**.
- C. One (1) set of **Street**-address numbers no smaller than required by law and if not required by law then no smaller than four (4) inches or larger than ten (10) inches high.
- D. Legal notices and other public notices and informational **Signs** authorized or required by law.
- E. A temporary **Banner** no larger than the **Sign Face** covered, which covers a **Sign** in a **Business District** which has been damaged by windstorm or other casualty, if the **Banner** is displayed for no more than (i) the forty-five (45) day period following the windstorm or casualty or (ii) the one hundred eighty (180) day period following such windstorm or casualty provided that at all times after the forty-fifth (45th) day the owner or person entitled to possession of such damaged **Sign** has entered a binding, arms-length contract for the total repair or replacement of such damaged **Sign**, and the reason the contract has not been completed is in no way attributable to any act or omission of the owner or person entitled to possession of the damaged **Sign**.
- F. For each **Premises** in a **Business District** (except a sexually oriented or adult business subject to the appearance requirements of this **Sign Code**) one temporary **Banner**, provided:
  1. The **Banner** is displayed no longer than sixty (60) days after it is registered as required by this **Sign Code**; and
  2. The **Banner** is registered with the date, location, person responsible and such other information as the **City Manager** may require in order to identify the persons responsible for maintaining the **Banner** and to

enforce these regulations. The applicant must pay a registration fee of ten (10) dollars to be applied to the actual or reasonably anticipated expenses associated with enforcing this section. The fee may be changed from time to time by resolution of the **City Council** to reflect changed expenses associated with registration. The **City Manager** may delegate registration authority to trustworthy, private persons within the **City** as needed to implement this requirement, the sole purpose of which is to prevent the unsightly visual clutter and economic depreciation caused by faded, torn, tattered, wrinkled or loose **Banners**; and

3. The **Banner** displays a decal issued by the **City Manager** or his designee containing the date the **Banner** was registered and the last day it may be displayed pursuant to the registration. This section does not prevent a particular **Banner** from being registered for additional sixty (60) day periods if the registrant can demonstrate that the **Banner** is in adequate condition to meet the standards of this section for each period; and
4. The **Banner** (i) does not exceed 32 square feet in overall surface **Area** and ten (10) feet in **Height** or width, (ii) is one-sided and located entirely against a building or fence (provided the fence extends the full width of a Yard or between the building and a side or rear property line) or lawful, pre-existing **Sign**, and (iii) is stretched tight and securely fastened at each corner or edge.
5. If any such **Banner** becomes faded, torn, tattered, wrinkled or loose, the **City** may remove it after 24 hours notice attached to the **Banner**.

(Ord. # 1244, 12-13-12)

~~G. **Community Event**. For each **Premises** in a **Business District**, three (3) additional, temporary **Banners**, and one (1) **Inflatable Sign**, one (1) **Fixed Aerial Sign** and **Pennants, Streamers, Balloons and Bunting**, displayed for a **Community Event**. Such signage must meet all the following standards:~~

- ~~1. Each such **Banner** (i) does not exceed 32 square feet in overall surface **Area** and ten (10) feet in **Height** or width, (ii) is one-sided and located entirely against building or fence (provided the fence extends the full width of a Yard or between the building and a side or rear property line) or lawful, pre-existing **Sign**, and (iii) is stretched tight and securely fastened at each corner or edge;~~

~~(Ord. # 1244, 12-13-12)~~

- ~~2. If any such **Banner** becomes faded, torn, tattered, wrinkled or loose, the **City** may remove it after 24 hours notice attached to the **Banner**;~~
- ~~3. Each such **Inflatable Sign** (i) does not exceed 5,000 cubic feet, (ii) is not located within a required parking space, (iii) is not placed closer to the property line of the **Premises** than the **Height** of the **Inflatable Sign**, (iv) is securely fastened to ground or an appropriate **Structure**, and (v) complies with all applicable **Building** and safety codes;~~
- ~~4. Each such **Fixed Aerial Sign** is (i) securely tethered to the earth, (ii) grounded and positioned or fenced so that the risk of property damage and personal injury by lighting is minimized, and (iii) complies with all applicable **Building** and safety codes;~~
- ~~5. All **Pennants, Streamers, Balloons and Bunting** are confined to the **Premises** and are kept in a neat, orderly, whole, unfaded and new appearing condition;~~
- ~~6. Such signage is displayed only during the period of the **Community Event** as determined by the **City Council**.~~

H. Reserved.

- I. **Memorial Signs** or tablets naming a **Building** and date of **Erection** when cut into any masonry surface or when constructed of other incombustible materials and permanently incorporated into such **Building**, not exceeding two (2) square feet **Sign Face**.
- J. **Single Face** or **Back-to-Back Directional Signs** not exceeding two (2) square feet per **Face** and three (3) feet in **Sign Height** and not exceeding more than one (1) per quarter acres of land; and a solitary, **Single Face** or **Back-to- Back Directional Sign** located on either or both sides of each entrance or exit motorway of a **Commercial Premises** stating "**Entrance**" or "**Exit**" and not exceeding sixteen (16) square feet per **Face** and six (6) feet in **Sign Height**; provided that all such **Directional Signs** are displayed on the **Premises** to which they relate which must be in a **Business District**.
- K. One (1) **Back-to-Back** or single **Face Real Estate Sign** per **Premises** not exceeding four and one-half (4.5) square feet per **Sign Face** and three (3) feet in **Sign Height** in any **Residential** district, and sixteen (16) square feet per **Face** and six (6) feet in **Sign Height** in a **Business District**. The **Real Estate Sign** shall be allowed only the Premises is available for sale or lease and must be removed immediately upon the rental, lease or sale of the subject property.
- L. While a Premise is undergoing construction pursuant to a building permit, up to three (3) additional Temporary Signs ~~Project Signs~~ (**Back-to-Back** or single **Face**) not exceeding four and one-half (4.5) square feet per **Sign Face** and three (3) feet in **Sign Height** in any **Residential** district, and sixteen (16) square feet per **Face** and six (6) feet in **Sign Height** in a **Business District**, each.
- M. ~~Election Signs~~ Up to five additional Non-Commercial Temporary Signs (**Back-to-Back** or single **Face**) each not exceeding four and one-half (4.5) square feet per **Sign Face** and three (3) feet in **Sign Height** in any **Residential** district, and sixteen (16) square feet per **Face** and six (6) feet in **Sign Height** in a **Business District**, for the ninety (90) days preceding any federal, state, or City of Panama City Beach election and the An Election Sign shall be removed within seven calendar days following the date of that election to which it pertains. State law references: F.S. 106.1435 (removal).
- N. **Signs** incorporated on machinery or equipment by the manufacturer or distributor, which identify only the manufacturer, the machinery or equipment and the product or service dispensed by the machine or equipment, such as **Signs** customarily affixed to vending machines, newspaper racks and telephone booths, but excluding **Fuel Pump Signs**, which are the subject of a separate exemption.
- O. **Warning** and **Safety Signs** (**Back-to-Back** or single **Face**) not exceeding two (2) square foot per **Face** and three (3) feet in **Sign Height**, unless a larger **Sign** is required by applicable law.
- P. Two (2) permanent, **On-Premises Signs** per **Drive-Through** lane displaying the menu at a fast-food restaurant, not exceeding thirty-two (32) square feet in **Sign Area** and seven (7) feet in **Sign Height**, each.
- Q. ~~For~~ At each generally recognized entrance right-of-way to a **Platted, Residential** subdivision containing individually owned ground lots, one **Back-to-Back** ~~(or two single Face) subdivision Sign(s)~~ (or two single Face) ~~designed and used solely to identify by name, logo, or both, that subdivision~~; provided that (i) no such **Sign** exceeds ten (10) feet in **Sign Height** or seventy-five (75) square feet in **Sign Area**, (ii) all such **Signs** are located as close to such entrance right-of-way as practicable without encroaching into corner visibility so as to create a traffic hazard as determined by the **City Manager** or his designee, and (iii) all such **Signs** are **Monument** or **Fence Signs**.

- R. **Fuel Pump Signs**, not exceeding two (2) square feet of aggregate **Sign Area** for each side of the pump displaying the amount of fuel dispensed.
- S. For each parcel that includes sandy Gulf beach or each business or group of businesses operated in concert under the permission of such owner of sandy Gulf beach, one portable **Back- to-Back Sign** displayed on the sandy Gulf beach, or two (2) **Signs** affixed to a lawful booth or stall **Erected** on the sandy Gulf beach, not exceeding sixteen (16) square feet per **Sign Face** and five (5) feet in **Sign Height** identifying only those goods or services which may be sold on the sandy Gulf beach pursuant to Sec. 7- 81, **Code of Ordinances of the City**, provided that (i) such **Sign** is displayed only in the immediate **Area** where such goods or services are currently being offered and (ii) such **Sign** is at least one hundred (100) feet from any other such **Sign** previously placed on the beach. The owner of such sandy Gulf Beach may place or allow to be places Non-Commercial Signs not exceeding the sizes and number provided by this paragraph in lieu of the Commercial Signs described above or any combination of Commercial and Non-Commercial Signs not exceeding the limits described by this paragraph.
- T. Two single **Face Wall Signs** not exceeding one hundred fifty (150) square feet each for each movie theater complex or playhouse located within a **Shopping Center** provided such **Sign** is used exclusively to identify current or coming attractions.
- U. For each **Premises** in a **Business District**, no more than three **Flags**, each not exceeding thirty-two (32) square feet (one side), displayed as high as possible from, and with its hoist (edge on its shortest axis) adjacent and parallel to, a **Flag Pole**. The **Flag Pole** must (i) stand perpendicular to the ground and be not less than fifteen (15) feet high and positioned so that the **Flag** will not, under any circumstance or weather, intrude into the airspace above any public right-of-way, or (ii) extend from a **Building** and be positioned so that the lowest part of the **Flag** shall always be not less than nine (9) feet above the ground and so that the **Flag** will not, under any circumstances or weather, intrude into the airspace above any public right-of-way. The top of a freestanding, vertical **Flag Pole** is limited to a maximum **Height** of forty-five (45) feet and shall require certification by a Florida Registered Engineer when higher than twenty-five (25) feet in height. The top of a **Flag Pole** extended from a **Building** may not be higher than the top of the **Building** to which it is attached. No **Flag** may be displayed on or above the sandy beach of the Gulf of Mexico. Two or three **Flags** may be displayed from a single **Flag Pole** provided they are all displayed as high and near to each other as possible.
- V. For each **Premises** in a **Residential** district, no more than three **Flags**, each not exceeding sixteen (16) square feet (one side), displayed as high as possible from, and with its hoist (edge on its shortest axis) adjacent and parallel to, a **Flag Pole**. The **Flag Pole** which pole must (i) stand perpendicular to the ground and be not less than fifteen (15) feet high and positioned so that the **Flag** will not, under any circumstance or weather, intrude into the airspace above any public right-of-way, or (ii) extend from a **Building** and be positioned so that the lowest part of the **Flag** shall always be not less than two (2) feet above the ground and so that the **Flag** will not, under any circumstances or weather, intrude into the airspace above any public right-of-way. The top of a freestanding, vertical **Flag Pole** is limited to a maximum **Height** of twenty-five (25) feet. The top of a **Flag Pole** extended from a **Building** may not be higher than the top of the **Building** to which it is attached. No such **Flag** may be displayed on or above the sandy beach of the Gulf of Mexico. Two or three **Flags** may be displayed from a single **Flag Pole** provided they are all displayed as high and near to each other as possible.
- W. For each **Premises** in a **Business District** with one or more **Buildings**, not more than four (4) **Signs**, each five by ten inches (5" x 10") or smaller, exclusively advertising the acceptance of credit cards and placed directly

and entirely against the wall of any such **Building**.

- X. **Signs** located on the sandy Beach of the Gulf of Mexico containing no **Commercial Message** and used exclusively to warn swimmers of the dangers of swimming in the Gulf or to inform swimmers about the **Flag** warning system and safety regulations applicable to the sandy beaches area, not exceeding sixteen (16) square feet per **Face** and five (5) feet in **Sign Height**.
  - Y. A **Yard or Garage Sale Sign** displayed for no more than seventy-two (72) hours on the site of the **Yard or Garage Sale** in a **Residential** district or on other **Residential** properties with the permission of the occupants thereof, not exceeding four and one-half (4.5) square feet per **Sign Face** and three (3) feet in **Sign Height**.
  - Z. One valet parking station **Sign** (single **Face** or **Back-to-Back**) no more than two (2) square feet per **Face**, and not more than three (3) feet in Height, shall be allowed on each parcel where the valet station is located. The valet parking station **Sign** shall only be visible during hours that the valet is operating, and shall be located on the same parcel as the valet station.
- AA. A **Sign** on a motor **Vehicle** licensed by the State of Florida to travel public highways, other than a prohibited **Vehicle Sign**.

**BB. Traffic Control Device Sign.**

CC. Each entrance and exit of a **Parking Lot** or **Parking Garage** may be marked with a **Sign** not smaller than six (6) square feet and not larger than fifteen (15) square feet and a maximum of five (5) feet in height. The **Sign** shall state "Parking Reserved for [Guests/Patrons/Customers] of the [business name]." Up to twenty-five (25) percent of the **Sign Face** may be used for the business logo other content except as prohibited by Section 5.07.04.

DD. Except for **Warning** and **Safety Signs**, a Non-Commercial **Sign** may be substituted for any exempt **Sign(s)** under this Section 5.07.03 so long as its size, placement, and construction meet the requirements for the applicable exemption and it is prohibited by Section 5.07.04.

~~CC. **Streetlight Standards** in the right of way of the following **Streets**:~~

- ~~1. Front Beach Road, South Thomas Drive and Thomas Drive;~~
- ~~2. Pier Park Drive, West Pier Park Drive, Hilton Drive;~~
- ~~3. Arnold Road (State Road 79), Powell Adams Road, Hill Road, Clara Avenue, Lyndell Lane, Alf Coleman Road, Richard Jackson Boulevard (formerly known as Beckrich Road), Hutchison Boulevard, and Panama City Beach Parkway;~~

~~AND meeting all of the following criteria:~~

- ~~(a) The Standard shall have a horizontal dimension of no greater than two (2) feet and a vertical dimension no greater than five (5) feet;~~
- ~~(b) The Standard shall be attached to and at all times neatly stretched between **Banner** arms at the top and the bottom of the Standard. Grommets and sleeves shall be incorporated into the Standard to ensure safe installation, **Maintenance** and removal;~~
- ~~(c) **Banner** arms shall be a 3/4 inch diameter metal, 28 inch long rod attached to the streetlight pole with swivel lock worm drive hose clamps. The bottom **Banner** arm shall be mounted at ten (10) feet~~

~~above the ground.~~

- ~~(d) The Standard shall meet one hundred thirty (130) MPH wind load requirement.~~
- ~~(e) Standards shall be limited to Graphic Signs, or Signs creating a festive atmosphere for Community Events and holidays which do not have a political or religious message and do not advertise a specific product or corporate entity.~~
- ~~(f) Short term Standards (less than 30 days or a one-time event) may be constructed of vinyl or an equivalent material.~~
- ~~(g) Long term Standards (30 days or more) shall be produced with 100% polyester fabric with an acrylic coating or its equivalent to retain color and strength of the fabric regardless of exposure to wind, sunlight or rain, and also allows for double-sided printing.~~
- ~~(h) Printing on long term Standards shall consist of UV protected heat set inks or its equivalent and shall be permanently bonded to the fabric in order to avoid fading of ink surface due to sun exposure or marine climate.~~
- ~~(i) Wherever possible, Standards must be placed on every other roadway light pole (approximately 240 feet on center) in a staggering formation on both sides of the roadway.~~
- ~~(j) Standards should be festive and decorative by using bold, simple and colorful designs.~~

#### 5.07.04 Prohibited Signs.

It shall be unlawful for any person to *Erect*, display, or allow to be *Erected* or displayed within the *City* any of the following types of *Signs*:

- A. *Swinging Sign*.
- B. *Snipe Sign*.
- C. Revolving, rotating, twirling or other moving *Sign*.
- D. *Portable Sign*, including any *Trailer Sign*.
- E. *Banner*, except temporarily during a *Community Event* or otherwise as *Permitted* by section 5.07.03 of this *Sign Code*.
- ~~F. A *Fixed Aerial Sign*, except temporarily during a *Community Event* as *Permitted* by section 5.07.03 of this *Sign Code*.~~
- ~~G. An *Inflatable Sign*, except temporarily during a *Community Event* as *Permitted* by section 5.07.03 of this *Sign Code*.~~
- H. *Pennants, Streamers, Balloons or Bunting*, unless temporarily exempted during a *Community Event* under section 5.07.03 of this *Sign Code* and excepting a *Flag* on a *Flag Pole* exempt from *Permitting* under section 5.07.03 of this *Sign Code*.
- I. A *Flashing* light or *Beacon*, or any *Sign* which contains a *Flashing* light or *Beacon*, excepting any kind of lighting device which is required or necessary under the safety regulations of the Federal Aviation

Administration or other similar agency.

**J. Limitations on *Animated* and *Changeable Copy Signs***

1. No otherwise permissible ***On-Premises Sign*** shall be:

- (a) *Animated*, unless it is located on a ***Premises*** fronting and abutting Front Beach Road, Thomas Drive or South Thomas Drive and containing an active business open to the public or other active operation open to the public; or
- (b) ***Changeable Copy Sign***, unless it is located on a ***Premises*** fronting and abutting Front Beach Road, Thomas Drive or South Thomas Drive and containing an active business open to the public or other active operation open to the public;

(Ord. #1232-A), 12/13/12)

2. Notwithstanding the general provisions of this ***Sign Code*** relating to ***Existing Signs***, the prohibition contained in this subsection shall apply to an ***Animated*** or ***Changeable Copy Sign*** which was a ***Legal Sign*** on the effective date of this subsection upon the earlier of:

- (a) Three (3) years after the effective date of this subsection;
- (b) A ***Change of Use*** of the ***Premises*** associated with the ***Sign***;

(Ord. #1254, 11/14/13)

- (c) Voluntary or involuntary damage or destruction of the ***Sign***, the ***Sign Structure*** or the business improvements located on the ***Premises*** associated with the ***Sign***, in each case in excess of fifty (50) percent of the respective replacement value; or
- (d) Closure of the business associated with the ***Sign*** for six (6) months or more in any nine (9) month period.

**K. No otherwise permissible *Off-Premises Sign* shall be:**

- 1. ***Animated***,
- 2. ***Changeable Copy Sign***, unless a lawful ***Multi-Vision Sign***; or
- 3. A ***Bench Sign***.

**L. *Vehicle Sign* associated with a *Vehicle* which is parked or placed within one hundred (100) feet of any *Street*, which is visible from such *Street* and which is used primarily for advertising as opposed to conveyance. In determining whether a parked *Vehicle* is used primarily for advertising as opposed to conveyance, the following factors shall be considered: the location of the *Vehicle* on the *Premises* and the visibility of the *Vehicle* to the passing public, the duration of parking, the time of day and the activity in the parking lot, the availability of other parking spaces on the *Premises* and the proximity of the *Vehicle* to the *Area* on the *Premises* where operable *Vehicles* are customarily loaded, unloaded or otherwise carry out their primary purpose of conveyance, and whether the *Vehicle* is insured, operable, currently licensed by the state of Florida to travel public highways, This provision is not to be construed as prohibiting the identification of a firm or its principal products on a *Vehicle* operated by that firm during its normal hours of business and which is insured, operable and currently licensed by the state of Florida to travel public highways, provided that such *Vehicle* is used primarily for conveyance. As used in this paragraph,**



advertising means to direct attention to a ~~Commercial, industrial, educational, religious, political or not for profit occupancy, or Non-Commercial~~ entity, establishment, commodity, good, product, service or other ~~Commercial, industrial, educational, religious, political or not for profit or Non-Commercial~~ activity conducted anywhere (that is, both **On-Premises** and **Off-Premises Signs**).

(Ord. # 1317, 12-11-14)

- M. **Sign** which omits a sound, vapor, smoke, odor, particles or visible matter.
- N. **Sign** or **Sign Structure** which obstructs free ingress to or egress from a required door, window, fire escape or other required exit way.
- O. **Sign** or **Sign Structure** which obstructs the view of, may be confused with or purports to be a governmental or official traffic direction or safety **Sign**, or any official marker **Erected** by city, state or federal authority.
- P. A **Sign** which obstructs or impairs driver vision at vehicular ingress/egress points or intersections.
- Q. **Sign Statuary** exceeding the limits imposed by this **Sign Code**.
- R. A **Sign** on or within any **Street** or public right-of-way, or the Gulf of Mexico, except public traffic, safety and information **Signs Erected** and maintained by governmental authority and at public expense, including hand held **Signs**; except that persons participating in ~~non~~**Non-Commercial** demonstrations, ~~political rallies~~ or otherwise expressing their valid right to ~~non~~**Non-Commercial** speech shall be entitled to hold, but not wave, from a lawful pedestrian access **Area** of a **Street** (if there be such an area) one ~~free-expression~~ **Sign** containing only a **Non-Commercial Message**.
- S. A **Sign Erected** or displayed in any fresh water wetlands or salt marsh areas subject to periodic inundation by tidal saltwater.
- T. A **Sign** on or towed behind a boat or raft on waters within the **City**.
- U. **Abandoned Sign**.
- V. **Dilapidated Sign**.
- W. One or more **Window Signs** the aggregate **Sign Area** of which exceeds twenty-five percent (25%) of any **Building Glass Area**.
- X. **Roof Sign**
- Y. **Commercial Mascot or Sign Holder** in a **Street**.
- Z. A **Sign** located on real property without the permission of the property owner.
- AA. A **Blank Off-Premises Sign Face**. This prohibition can be avoided by the display of public service information on a blank **Off-Premises Sign Face**.
- BB. Any **Sign** other than a **Traffic Control Device Sign** that uses the word "stop" or "danger," or presents or implies the need or requirement of stopping or the existence of danger, or which is a **Copy** or imitation of a **Traffic Control Device Sign** and which is adjacent to any **Street**.
- CC. Any **Sign** prohibited by state or federal law.

**DD.** A *Sign* containing a mirror or any other reflective or phosphorescent surface.

**EE.** A *Sign* incorporating any laser light.

**FF.** Pavement markings, except for official pedestrian and traffic control markings or coloration, **Building** address markings if required by law and decorations forming a permanent part of the pavement with the consent of the public or private pavement owner.

**GG.** The following *Signs* in a *Residential* district:

1. **Animated Sign**
2. Changeable **Copy Sign**, unless the **Copy** is changed manually.
3. **LED Sign**
4. **Off-Premises Sign**

**HH.** *Wall Wrap Sign*.

**II.** *Holographic Display Sign*.

**JJ.** An obscene *Sign* where obscene is defined by Florida Statutes 847.001(10) or superseding law.

**KK.** Any *Sign* not **Permitted** by this *Sign Code* either with or without a **Permit**, provided however that any *Sign* neither prohibited nor **Permitted**, with or without a **Permit**, shall be presumed to not have been considered, the **City Council** finding that the nature and technology of *Signs* and advertising is constantly changing.

Accordingly, any person may at any time submit a written application to the **City Manager** to amend this *Code* to either allow a *Sign* without a **Permit** or to authorize a **Permit** to be issued for a *Sign*, accompanied by an application fee equal to the fee required to obtain a **Sign Permit** to be applied against the actual or reasonably anticipated expenses associated with the application. Such an application need only describe in detail the type of *Sign* desired, but it may also set forth the rationale for allowing that type of *Sign* and whether a **Permit** should be required. If the **City** has not begun drafting an amendment to the *Sign Code* to **Permit** that type of *Sign*, with or without a **Permit**, within twenty (20) days following receipt of the application and fee, and adopted such an amendment within sixty (60) days following receipt of the application and fee, a rebuttable presumption will be that the **City** intends to prohibit the *Sign*. If the *Sign* is allowed by **Permit**, no additional fee shall be required.

(Ord. # 1317, 12-11-14)

**LL.** *Digital Light Show*

(Ord. # 1244, 12-13-12)

**MM.** *Signs on Transient Residential Rentals* or the property where *Transient Residential Rentals* are located that advertise the existence or availability of the property as a *Transient Residential Rental*.

**NN.** No *Sign* shall be applied to or suspended from the exterior of any *Pedestrian Crossover*.

### 5.07.05 General Sign Standards.

The following general **Sign** standards shall apply to all **Signs** within the **City**. It shall be unlawful for any person to **Erect**, display, or allow to be **Erected** or displayed within the **City** any **Signs** in violation of any of these standards.

- A. No **Sign** shall be established closer to a **Street** than the **Building** setback line except that (i) any otherwise permissible **On-Premises Sign** in a **Business District** which is open and does not obstruct visibility from the ground to nine (9) feet above the ground, and (ii) any otherwise permissible **Sign** in a **Residential** district which is less than five feet in Height, may be established as close as five (5) feet from the property line. No portion of any **Sign** may be placed on, or extended over, the right-of-way line of any **Street** or public, pedestrian right of way.
- B. The vertical edges of all **Back-to-Back Signs** (that is the vertical surface generally perpendicular to any **Face** of such **Sign**) shall be covered and finished with a permanent, opaque material so that no portion of the **Sign Structure** will be visible between the **Faces** of the **Sign**.
- C. The back of all **Free-Standing Signs** and all visible portions of a **Free-Standing Sign Structure** shall be covered or finished with a permanent, opaque material.
- D. All **Signs** shall be constructed in accordance with the applicable **Building** and electrical codes.
- E. The minimum lowest point ground clearance on all **Free-Standing Signs** shall be either less than two (2) or more than nine (9) feet, so as to either prevent or allow persons to walk under or through the **Sign** or **Sign Structure**.
- F. **Sign Height** shall not exceed the **Building Height** limitation of the **Area** or district in which the **Sign** is located. Additionally, no **Off-Premises Free-Standing Sign** shall exceed fifty (50) feet in **Sign Height**. No **Monument Sign** shall exceed twenty (20) feet in **Sign Height**. Further, no **On-Premises Free-Standing Sign** shall exceed twenty-five (25) feet in **Sign Height**, except that a **Free-Standing On-Premises Sign** located on any **Premises** lying in whole or in part within one hundred (100) feet of the nearest right-of-way of the **Streets** listed below shall have a **Sign Height** not exceeding the respective number of feet shown:
  - 1. Thomas Drive, South Thomas Drive and Front Beach Road: fifty (50) feet.
  - 2. North Lagoon Drive, Joan Avenue, Clarence Street, Beckrich Road, Alf Coleman Road, Lyndell Lane, Clara Avenue, Hill Road, Powell Adams Road, and State Road 79: thirty-five (35) feet.
  - 3. Panama City Beach Parkway (Back Beach Road) and Hutchinson Boulevard (Middle Beach Road): Twenty (20) feet.
- G. All **Free-Standing On-Premises Signs** located on any **Premises** lying in whole or in part within one hundred (100) feet of the right of way of Panama City Beach Parkway (Back Beach Road) or Hutchinson Boulevard (Middle Beach Road) shall be **Monument Signs**.
- H. All **Signs** and **Structures** for which a **Permit** is required by this **Sign Code**, including their supports, braces, guys and anchors, shall be maintained so as to present a neat and clean appearance. Painted areas and **Sign** surfaces shall be kept in good condition, and illumination, if any, shall be maintained in safe and good working order.
- I. The general **Area** in the vicinity of any **Free-Standing Sign** must be kept free and clear of **Sign** materials,

debris, trash and other refuse, and weeds and grass shall be kept neatly cut.

**J.** If illuminated, non-LED Signs shall be illuminated only by the following means:

1. By white, steady, stationary, electric light of reasonable brightness and intensity, shielded and directed solely at the **Sign**. No illuminated **Sign** shall cast light to exceed four tenths (.4) maintained foot candle luminance in a **Residential** zoning district. Any light from an Internally Illuminated **Sign** shall not exceed ten (10) foot candles maintained luminance measured at a distance of ten (10) feet from the **Sign**. These standards shall not be interpreted or enforced to prevent persons of ordinary sensibilities viewing the **Sign** from perceiving its expression.
2. Any light from an **Externally Illuminated Sign** or floodlight used to illuminate a **Sign** shall be shaded, shielded, or directed so that the light intensity or brightness shall not interfere with the safe vision of motorists, or bicyclists.
3. No **Sign** shall be so illuminated that it interferes with the effectiveness of, or obscures an official traffic **Sign**, device or **Signal**.
4. An **Illuminated Sign** shall have a disconnecting switch located in accordance with the provisions of the **National Electric Code**.
5. An **Illuminated Sign** shall require both a **Sign Permit** and an electrical **Permit** prior to installation.
6. Neon tubing, string lights, or other similar devices used to outline any **Building** or in **Sign** design shall be restricted to two (2) linear feet for each foot of **Frontage** of the **Premises** on which the **Building** or **Sign** is located. Display of neon tubing shall be limited to the maximum of two (2) parallel lines of neon tubing.

**K.** A **LED Sign** shall:

1. Have an auto-sensor regulating its illumination to follow changes in ambient light.
  2. Not exceed a maximum luminance intensity of seven thousand (7000) nits (candelas per square meter) during daylight hours and a maximum luminance of five hundred (500) nits between fifteen minutes after sunset and fifteen minutes before sunrise as measured from the **Sign Face** at maximum brightness. This standard shall not be interpreted or enforced to prevent persons of ordinary sensibilities viewing the **Sign** from perceiving its expression.
  3. Not interfere with the effectiveness of, or obscure an official traffic **Sign**, device or signal.
  4. Not be **Externally Illuminated**, including a **Sign** that is only partially **LED**.
  5. Have a disconnecting switch located in accordance with the provisions of the **National Electric Code**.
  6. Require both a **Sign Permit** and an electrical **Permit** prior to installation.
- L.** No **Sign** shall be **Erected** or displayed near a **Street**, driveway or bicycle path intersection so as to obstruct the view of pedestrian or vehicular traffic and constitute a hazard. No **Sign** shall obstruct, conceal, hide or otherwise obscure from view any **Traffic Control Device Sign** or official traffic signal.

- M. Each horizontal dimension of the base or berm of a **Monument Sign** shall not exceed 150% of the corresponding horizontal dimension of the **Sign Face** or cabinet. The **Height** of the base or berm of a **Monument Sign** shall be included in the **Monument Sign Height**.
- N. In recognition that **Non-Commercial** speech is entitled to greater Constitutional protection than **Commercial** speech, notwithstanding ~~Notwithstanding~~ any impression in this **Sign Code** or any other part of the Land Development Regulations or Code of Ordinances relating to signs or free speech to the contrary, any **Sign Erected** or entitled to be **Erected** pursuant to the provisions of this **Sign Code** as a **Vehicle, Commercial Off-Premises** or a **Commercial On-Premises Sign** may, at the option of the owner or person entitled to control the **Copy** of such **Sign**, contain a **Non- Commercial Message** in lieu of a **Commercial Message** and **Non-Commercial Copy** may be substituted at any time in place of **Commercial Copy**. The **Non- Commercial Message (Copy)** may occupy the entire **Sign Face** or any portion thereof. The **Sign Face** may be changed from **Commercial** to **Non-Commercial Messages** and back, or from one **Non-Commercial Message** to another **Non- Commercial Message**, as frequently as desired by the owner or person entitled to control the **Copy** of the **Sign**, if the **Height**, size, location, setback and other dimensional criteria contained in this **Sign Code** are satisfied. This Section, however, is not intended to result in allowing an unlimited number of **Signs** or **Signs** of an unlimited size on any **Premises** or parcel. In the event that the authorization for the **Commercial Sign** does not include limitations on size and number, the substituted **Non-Commercial Sign(s)** shall be no larger and in no greater number than what would have been reasonable for the **Commercial-Sign(s)** for which it has been substituted.

(Ord. # 1317, 12-11-14)

- O. In recognition that content-based discrimination between **Non-Commercial Signs** frequently is invalid, notwithstanding any impression in this **Sign Code** or any other part of the Land Development Regulations or Code of Ordinances relating to signs or free speech to the contrary, with the exception of **Warning and Safety Signs**, any **Sign Erected** or entitled to be **Erected** pursuant to the provisions of this **Sign Code** as **Non-Commercial Sign** may, at the option of the owner or person entitled to control the **Copy** of such **Sign**, contain a different **Non- Commercial Message** in lieu of the **Non-Commercial Message** that is expressly allowed. The substituted **Non- Commercial Message (Copy)** may occupy the entire **Sign Face** or any portion thereof. The **Sign Face** may be changed from one **Non-Commercial Message** to another **Non- Commercial Message** as frequently as desired by the owner or person entitled to control the **Copy** of the **Sign**, if the **Height**, size, location, setback and other dimensional criteria contained in this **Sign Code** are satisfied. This Section, however, is not intended to result in allowing an unlimited number of **Signs** or **Signs** of an unlimited size on any **Premises** or parcel. In the event that the original authorization for the **Non-Commercial Sign** does not include limitations on size and number, the substituted **Non-Commercial Sign(s)** shall be no larger and in no greater number than what would have been reasonable for the original **Non-Commercial-Sign(s)** for which it has been substituted.
- P. Notwithstanding any impression in this **Sign Code** to the contrary, no **Sign** or associated **Sign Structure** shall be subject to any limitation based upon the content (viewpoint) of the message contained on such, except the prohibition of obscene **Signs**.
- Q. The substantive requirements of this **Sign Code** shall apply to the **City** and any other governmental body **Erecting** or maintaining a **Sign** within the **City**.
- R. A **Multi-Vision Sign** must meet each of the following requirements:
1. Neither the **Sign** nor any **Face** of the **Sign** shall contain any moving or animated part or moving or **Flashing** light or gives the appearance of animation or movement;
  2. The entire **Face** shall appear and disappear uniformly and simultaneously. **LED Sign Copy** shall not

fade-out or fade-in, or appear or disappear in any pattern, spiral or movement, or migrate from a side, top or bottom.

3. The **Face** is everywhere more than nine feet (9') above ground;
4. The change of display shall occur simultaneously for the entire **Face**;
5. The **Sign** shall contain a default design that will freeze the device in one **Face** if a malfunction occurs;
6. Each **Face** shall remain static or fixed for at least six (6) seconds;
7. The time to complete the change from one **Face** to the next is a maximum of two (2) seconds for digital technology and three (3) seconds for mechanical louvers.

#### **5.07.06 Off-Premises Sign Standards**

The following **Off-Premises Signs** may be **Erected** and displayed in **Business District s** pursuant to a **Permit**:

- A. All **Off-Premises Signs** lawfully classified as ~~Non-Conforming~~ **Nonconforming Signs** on the effective date of this section 5.07.06 as revised (September 10, 1998) are hereby declared to be Legal **Off-Premises Signs** and deemed to have been **Erected** and entitled to be displayed pursuant to a **Permit**.
- B. The total number of **Legal Off-Premises Signs** (sometimes called **Off-Premises Signs**) within the **City** (including but not limited to previously ~~Non-conforming~~ **Nonconforming Off - Premises Signs** which were reclassified by this section 5.07.06 as revised on September 10, 1998) shall not exceed the total number in existence or lawfully **Permitted** by the City on the effective date of the "cap and replace" revisions to this section 5.07.06 (September 10, 1998), and may be less. Should the number of **Off-Premises Signs** ever decrease, as provided below, it shall not thereafter be increased.
- C. The maximum **Area** for any one **Off-Premises Sign Face** shall be four hundred (400) square feet. The maximum aggregate **Area** of all **Double-Faced Sign Faces** visible from any one point shall be four hundred (400) square feet.
- D. **Sign Statuary** incorporated in or associated with an **Off-Premises Sign** shall be included in the **Area** of such **Sign** by measuring a two-dimensional view of the **Sign Face**, and the **Area** of such **Statuary** as so measured may not exceed one-third ( 1/3) of the **Area** of the **Sign**.
- E. No **Off-Premises Sign** or associated **Sign Structure** may be increased in size or **Height**. Each **Off-Premises Sign** and any associated **Sign Structure** may be maintained, repaired and replaced in the same location, and the **Copy** thereof changed, at any time. Adding one or more alternating **Faces** to the **Face** of an existing **Off-Premises Sign** through any mechanical, electronic or other automated means so as to create a **Multi-Vision Sign**, or increase the number of **Faces** on an existing **Multi-Vision Sign**, is declared to be an enlargement which is not **Permitted**, except as expressly provided in the following paragraph F of this section as the result of a **Lost Sign** that is not replaced as a **Free-Standing Sign**.
- F. **Lost Off-Premises Signs (Cap and Replace).**
  1. A **Lost Sign** is any **Off-Premises Sign** or associated **Sign Structure** that is voluntarily or involuntarily removed from service in whole or in part because such **Sign** or **Sign Structure**:

- (a) Is dismantled, taken down, removed, or covered or obscured in majority part for a period of sixty (60) days in any ninety (90) day period, or
  - (b) Is damaged by fire, wind, flood or other sudden casualty and the cost to paint and repair such **Sign** (including the **Sign Structure**) equals or exceeds fifty percent (50%) of the cost to replace such **Sign**.
2. **Lost Signs** are **Illegal Signs** and, together with any associated **Sign Structure**, shall be removed as provided in section 5.07.09 of this **Sign Code**. In the event that two **Off Premises Signs** within one thousand five hundred (1,500) feet of each other are so removed from service at substantially the same time or by reason of materially the same event, the older **Sign** shall be given priority to rebuild at the same location if that is an option.
3. The owner of a **Lost Sign** or the owner's assignee, but no other, shall be entitled to replace the **Lost Sign** with a new **Free Standing Sign** elsewhere in the **City**, provided:
- (a) Such **Lost Sign** and any **Associated Sign Structure** have been removed at no public expense, and
  - (b) Such replacement **Sign** is no larger or higher than the **Lost Sign** it is replacing and contains the same or lesser number of **Faces** which are the same or smaller in size than the corresponding **Faces** of the **Lost Sign** it is replacing (notwithstanding the foregoing, the **City Council** may grant a variance to **Permit** or require such replacement **Sign** to be **Erected** or displayed higher than the **Lost Sign** it is replacing--but not to exceed the maximum allowed by law--whenever a literal enforcement of the transferred **Height** limitation would result in an unnecessary hardship on the owner of the replacement **Sign** or the owners of property adjoining the replacement **Sign**), and
  - (c) Such replacement **Sign** is **Erected** or displayed within no less than one thousand five hundred (1500) feet of any other Legal **Off-Premises Sign** measured on the same side of the **Street** or **Streets** connecting them as set forth below (notwithstanding the foregoing, such distance requirement shall be reduced by such amount not to exceed one hundred twenty-five (125) feet as is necessary to place such **Sign** one hundred twenty- five (125) feet from an **Area** zoned for **Residential Use**, and
  - (d) Such replacement **Sign** is located not less than one hundred twenty-five (125) feet from any **Area** zoned for **Residential Use**, and
  - (e) Such replacement **Sign** is not located, in whole or in part, in the **Area** south of the centerline of Front Beach Road (scenic highway 98), South Thomas Drive or Thomas Drive or within seventy-five (75) feet of the northerly right-of-way line of said road or drive (measured horizontally from a vertical line intersecting such right-of-way line), and
  - (f) The fee is paid and a **Permit** is issued for the **Erection** and display of such replacement **Sign**, and such replacement **Sign** complies with this **LDC**, all applicable **Building** codes and all other applicable state and local laws, and
  - (g) Such replacement, **Free-Standing Sign** is constructed and fully operational within twelve (12) months after the **Lost Sign** was removed from service. In the event that a **Lost Sign** is not timely replaced, the total number of **Off- Premises Signs Permitted** in the **City** shall be reduced by one (1)
4. As an alternative to replacing a **Lost Sign** with a new **Free-Standing Sign**, the owner of a **Lost Sign** or the owner's assignee, but no other, shall be entitled to add one (1) alternating **Face** to the **Face** of an existing, Legal **Off-Premises Sign** (either an existing **Multi-Vision Sign** or a **Multi-Vision Sign** resulting from

such addition) for each **Face** of the Lost **Sign**, provided:

- (a) Such **Lost Sign** and any associated **Sign Structure** have been removed at no public expense, and
  - (b) The aggregate square footage of each **Face** added is no larger than the **Face** it is replacing, and
  - (c) The existing or resulting **Multi-Vision Sign** is not located in whole or in part, in the **Area** south of the centerline of Front Beach Road (scenic highway 98), South Thomas Drive or Thomas Drive, and
  - (d) The fee is paid and a **Permit** is issued for each **Face** added to an existing or resulting **Multi-Vision Sign**, and such **Sign** complies with this **LDC**, all applicable **Building** codes and all other applicable state and local laws, and
  - (e) The **Face** is registered with the **City** in writing, and a receipt for such registration is obtained from the **City**, no later than sixty (60) days after the **Last Sign** from whence it came was voluntarily or involuntarily made no longer available for service, after which sixty (60) day period the right to add the **Face** to an existing or resulting **Multi-Vision Sign** shall terminate.
- G.** The distance between **Off-Premises Signs** shall be the shortest distance measured along the nearest edge of the pavement (or right of way where there is no pavement) between points directly opposite the center of each **Sign** and along the same side of the **Street** or **Streets** connecting them. Each **Sign** shall be deemed connected to the other by the **Street** whose centerline is nearest the center of the **Sign**. The minimum distance requirement shall apply only to **Off-Premises Signs** located on the same side of the **Street** or **Streets** connecting them.
- H.** In the event that any **Off-Premises Sign** shall become an **Abandoned Sign** or a **Dilapidated Sign**, then such **Sign** shall become an **Illegal Sign** and, together with any associated **Sign Structure**, be removed as provided in section 5.07.09 of this **Sign Code**, and the total number of **Off-Premises Signs Permitted** in the **City** shall be reduced by one (1) and neither a replacement **Sign** nor additional, alternating **Face** on an existing **Sign** shall be **Permitted**.
- I.** Notwithstanding section 5.07.06B, the total number of **Off-Premises Signs Permitted** within the **City** shall be increased by the number of **Off-Premises Signs** located upon unincorporated territory annexed into the **City** after the effective date of this section 5.07.06, as revised (September 10, 1998), and each such **Sign** shall be treated as any other **Off-Premises Sign** within the **City** provided that it was in full compliance with all applicable **Bay County** zoning and **Sign** regulations at the time of annexation. Conversely, the total number of **Off-Premises Signs Permitted** within the **City** shall be decreased by the number of **Off-Premises Signs** located upon incorporated territory that is de-annexed into **Bay County, Florida**.

#### **5.07.07 On-Premises Sign Standards**

The following **On-Premises Signs** may be **Erected** and displayed in **Business District** s pursuant to a **Permit**:

##### **A. Free-Standing Signs:**

1. Each **Premises** in a **Business District** (except a **Premises** within a **Shopping Center**) is **Permitted** one (1) **Free-Standing, On-Premises Sign** with an aggregate **Sign Area** not exceeding three hundred (300) square feet or two (2) square feet for each linear foot of **Frontage** of that **Premises**, whichever is smaller.
2. Each **Premises** in a **Business District** with more than four hundred feet of **Frontage** and each **Corner**



**Premises** in a **Business District** shall be **Permitted** a second **Free-Standing On-Premises Sign** meeting the requirements of subsection (a) of this section. This subsection shall not apply to a **Shopping Center**.

3. If an applicant in this category waives the right to have any **Free-Standing Sign**, the applicant shall be **Permitted** to exceed the **Building Sign** limitations provided elsewhere in this **Sign Code** by fifty percent (50%) of each such limitation.
4. The aggregate **Sign Area** of a **Free-Standing Sign** shall be measured as follows:
  - (a) If the **Sign** contains three or less cabinets or modules, a separate polygon with no more than eight straight sides will be drawn around and enclose the perimeter of each cabinet or module and the **Sign Area** will be the sum of the **Area** of all the polygons.
  - (b) If the **Sign** contains more than three cabinets or modules, a single polygon with no more than eight straight sides will be drawn around and enclose the perimeter of all cabinets and modules and the **Sign Area** will be the **Area** of the polygon.
  - (c) Where any two cabinets or modules are not everywhere a minimum of twenty-four (24) inches distant from each other, they must be considered a single cabinet or module.
  - (d) Where two cabinets or modules are placed back to back on a single **Sign Structure**, and the **Faces** are at no point more than four (4) feet apart, the **Area** of both cabinets or both modules shall be counted as the **Area** of one.
  - (e) Where four cabinets or modules are arranged in a square, rectangle or diamond on a single **Sign Structure**, and the opposing ends of each pair of cabinets or modules are no more than two (2) feet apart, the **Area** of the four cabinets or four modules shall be counted as the **Area** of two.
  - (f) Each **Free-Standing On-Premises Sign** shall display the **Street** address of the associated **Premises** in numbers no smaller than four (4) inches or larger than ten (10) inches high placed in a prominent location on the **Sign** or **Sign Structure** so as to be as visible as practicable from the **Frontage**.

**B. Building Signs.**

1. Each **Premises** in a **Business District** (except a **Premises** within a **Shopping Center**) with one or more **Buildings** is **Permitted** one or more **On-Premises Building Signs**, subject to the following limitations regardless of the number of **Buildings** on the **Premises**:
2. The aggregate **Sign Area** of all such **Building Signs** shall not exceed two (2) square feet of **Area** for each linear foot of **Building Frontage** of the **Premises**, or one (1) square foot of **Area** for each linear foot of **Frontage** of the **Premises**, whichever is greater; provided that the aggregate **Area** of all non- exempt **Building Signs**, **Window Signs** and exempt **Signs** placed on or connected to the **Facade** of a **Building** may not exceed thirty percent (30%) of the **Area** of that **Facade**.
3. A **Corner Premises** shall be entitled to increase the foregoing aggregate **Building Sign Area** by fifty (50) percent, provided that at least thirty percent (30%) and not more than fifty (50) percent of the aggregate **Sign Area** is placed on the side-**Street** side of the **Building**.
4. The maximum number of **Building Signs** for any **Premises** is three (3), except that:

- (a) The maximum number of **Building Signs** for any **Premises** located directly on the **Gulf of Mexico** may be increased by two (2), provided that the additional two (2) **Building Signs** are displayed on the water side of the **Building**; and
  - (b) The maximum number of **Building Signs** for any **Premises** entitled to a **Free- Standing Sign** which has no **Free-Standing Sign** may be increased by two (2), provided that the additional two (2) **Building Signs** are **Graphic Signs**; and
  - (c) The maximum number of **Building Signs** for any **Premises** entitled to a **Free- Standing Sign** whose **Free-Standing Sign** is a **Monument Sign** not exceeding eight (8) feet in **Sign Height** may be increased by one (1) provided that the additional **Building Sign** is a **Graphic Sign**; and
  - (d) The maximum number of **Building Signs** for a **Corner Premises** may be increased by one (1), provided that the additional one (1) **Building Sign** is displayed on the **Side-Street** side of the **Building**.
5. Any **Premises** located directly on the **Gulf of Mexico** may **Erect** and display one **Free-Standing Sign** between the **Building** and the soft beach sand area, but not in the soft beach sand area, intended and used solely for communication with patrons of the **Premises**, provided that the **Area** of such **Sign** shall not exceed sixteen (16) square feet and shall be included in the aggregate **Building Sign Area** of the **Premises**.
6. The aggregate **Sign Area** of one or more **Building Signs** shall be measured as follows:
- (a) Where a **Building Sign** is enclosed by a border or any background material, panel, trim, cabinet, color or illumination which differentiates the **Sign** from the **Building** or background, the **Sign Area** shall be the **Area** within such enclosure or line of differentiation.
  - (b) Where a **Building Sign** is composed of letters, pictures, graphics or symbols attached directly to a wall, **Canopy** or **Building**, and the letters, pictures, graphics or symbols are not enclosed by a border or any background material, panel, trim, cabinet, color or illumination which differentiates the **Sign** from the **Building** or background, a single polygon with no more than eight straight sides will be drawn around and enclose the perimeter of all such letters, pictures, graphics or symbols and the **Sign Area** will be the **Area** of the polygon.
- C. Each **Premises** in a **Business District** (except a **Premises** within a **Shopping Center**) with one or more **Buildings** is **Permitted** one (1) **Free-Standing Sign Statuary** not exceeding ten (10) feet in **Height** including any base, provided that (i) no graphic presentation of alphabetic or pictorial symbols or representations designed to communicate information is attached or associated with such **Statuary**, and (ii) the aggregate **Sign Area** of any **Free-Standing Sign** on the same **Premises** does not exceed two-thirds (2/3) of the maximum **Area Permitted** for such **Sign** under this **Sign Code**.
- D. **Sign Statuary** incorporated in or associated with an **On-Premises Sign** shall be included in the **Area** of such **Sign** by measuring a two-dimensional view of the **Sign Face**, and the **Area** of such **Statuary** as so measured may not exceed one-third (1/3) of the **Area** of the **Sign**.
- E. For each **Shopping Center**, the following **On-Premises Signs**, subject to the following requirements, are **Permitted**:

1. For each improved **Street** abutting the **Shopping Center**, one (1) **Free-Standing Sign** bearing the name and identification of the **Shopping Center** and of the establishments on the Premises, the maximum **Sign Area** of which shall be based on the **Gross Leasable Area ("GLA")** within the **Shopping Center**, as follows:
    - (a) Neighborhood **Shopping Center**- less than 30,000 square feet **GLA** - maximum **Sign Area**: four hundred (400) square feet.
    - (b) Community **Shopping Center**- at least 30,000 or more square feet **GLA** - maximum **Sign Area**: eight hundred (800) square feet.
  2. Each establishment located within a **Shopping Center** is **Permitted**:
    - (a) One (1) **Building** or **Canopy Sign** not to exceed two (2) square feet of **Sign Area** for each lineal foot of establishment **Frontage** within the **Center**; provided that in the event such establishment has more than one such **Frontage**, for the purposes of this section each **Frontage** shall be considered a separate establishment, and
    - (b) One (1) hanging (but not swinging) **Projecting Sign** not to exceed one (1) foot by six (6) feet, or the width of the **Canopy**, whichever is less.
- F. Each **Building** in a **Business District** shall be allowed without **Permit** therefore, **Window Signs** which cover or occupy no more than twenty-five percent (25%) of each **Building Glass Area**. Additional window **Signs** are prohibited.

#### 5.07.08 Sign Permit Applications

- A. A **Sign Permit** application for a **Sign** that is required by this **Sign Code**, or separate **City Council** resolution, shall be prepared and submitted on forms available at the **Building** Department. The **Sign Permit** is in addition to any **Permit** required by the **Florida Building Code** or other applicable health and safety code or law, and the issuance of a **Sign Permit** creates no rights with respect to any other **Permit** or under any body of law other than this **Sign Code**. The applicant shall furnish the following information on or with the **Sign Permit** application form:
1. Name, address and telephone number of the person making application for the **Permit**. If the applicant is anyone other than the property owner, the applicant shall provide written authorization from the property owner **Permitting** the installation of the **Sign**.
  2. Name, address and telephone number of the property owner. If the owner is an entity other than an individual, list the contact person's name and telephone number.
  3. Name, address and telephone number of the business tenant, if applicable. If the tenant is an entity other than an individual, list the contact person's name and telephone number.
  4. Name, address, telephone and license number of the contractor, if applicable. If the contractor is an entity other than an individual, list the contact person's name and telephone number.
  5. Address and **Bay County Property Appraiser's** parcel identification number of the property upon which the **Sign** is to be located.
  6. Dimensions, elevation and **Area** of the proposed **Sign**, drawn to scale.

7. For an **On-Premises Sign**, the **Frontage** of the **Premises** and the **Building Frontage**, as needed to determine the **Area** of the **Sign**.
8. For an **On-Premises Sign**, a photograph of the **Facade** of each principle **Building**, photographs of all **On-Premises Signs** on the same **Premises**, and a statement listing, by reference to the photographs, the **Area** of each **On- Premises Sign** computed as required by this **Sign Code**.
9. For a **Free-Standing On-Premises Sign**, a **Site Plan** of the **Premises** indicating in feet and inches the location of the **Sign** in relation to all property lines, public rights-of-way, easements, **Buildings** and any other **Free-Standing Sign** on the **Premises**.
10. For an **On-Premises Building Sign**, the **Façade** elevation showing all existing **Signs**, the proposed **Sign** and all windows and doors, all drawn to scale with dimensions given for the **Façade** and for each element required to be shown
11. For an **Off-Premises Sign**, descriptions and **Street** addresses of the closest two (2) **Off-Premises Signs**, the distance from the location of the proposed **Sign** to each of those **Signs**, measured as required by this **Sign Code**, and including a map or drawing showing the route of measurement
12. Number of **Faces**. If a **Multi-Vision Sign**, the method of changing **Faces**.
13. For a **Free-Standing Sign**, all sign dimensions, including the **Height** of the top of the **Sign** and the distance between the bottom of the **Sign** and grade.
14. Dimensions of the **Sign Structure**, if any.
15. **Sign** illumination, specifying illumination type, placement and intensity.
16. For an Illuminated **Sign**, a complete application for an electrical **Permit** submitted, with appropriate fee, by a qualified and licensed electrical contractor.
17. Three (3) copies of the plans, specifications, calculations and details, signed and sealed by an engineer licensed in Florida documenting the applicable wind load and demonstrating compliance with the **Florida Building Code** for:
  5. A **Free-Standing Sign** exceeding one hundred (100) square feet in **Sign Area** of any **Face**, or
  6. A **Projecting Signs** over twenty-four (24) square feet in **Sign Area** of any **Face**.  
This requirement is in addition to any **Permitting** or substantive requirement imposed from time to time by the **Florida Building Code** or similar law.
18. Landscape plan, as applicable.
19. If applicable, the cost to repair and the cost to replace a **Sign** damaged by casualty, certified by a **Sign** contractor licensed to do business in the **City** and who does not have a direct or indirect economic or other interest in the subject **Sign**.
20. If the value of construction is \$2,500.00 or greater, a certified **Copy** of notice of commencement shall be required prior to **Permit** issuance.
21. Signature of applicant verifying accuracy of information supplied.

- B. An application for a **Permit** shall be accompanied by a **Permit** fee in the amount of twenty-five dollars (\$25.00) reflecting the actual or reasonably anticipated expenses associated with the application, which fee may be changed from time to time by resolution of the **City Council** to reflect changed expenses associated with processing **Permit** applications.
- C. Any **Permit** issued through mistake of fact or law shall confer no right upon the permittee and such **Permit** shall be revoked by the **City Manager** or his designee upon discovery of such mistake, and the **Sign** for which the **Permit** was obtained shall be corrected or removed immediately by the owner or person entitled to possession thereof.
- D. A **Permit** shall become null and void if the **Sign** for which the **Permit** was issued has not been **Erected** and completed within a period of one hundred eighty (180) days after the date of issuance. Only one thirty (30) day extension may be granted by the **City Manager** or his designee for good cause shown. A fee shall not be refunded.
- E. When a **Sign Permit** has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate in any material respect from the size, location and design of the **Sign** or **Sign Structure** represented in the application for such **Permit**.
- F. The **City Manager** or designee may make or require any inspections to ascertain compliance with the provisions of this **Sign Code**, the comprehensive plan of the **City**, this **LDC**, the **Florida Building Code** and any other law.
- G. If the work under any **Sign Permit** is proceeding in violation of this **Sign Code**, the **Florida Building Code**, or any other ordinance of the **City**, or should the **City** be denied access to inspect the work, or should it be found that there has been any false statement or misrepresentation of a material fact in the application or plans on which the **Permit** was based, the **Permit** holder shall be notified of the violation, denial or falsity. If the **Permit** holder fails or refuses to make corrections within ten days, or within three business days **Permit** access or demonstrate revised material facts justifying the **Permit**, it shall be the duty of the **City Manager** or designee to revoke such **Permit** and serve notice upon such **Permit** holder. Such notice shall be in writing and signed by the **City Manager** or his designee. It shall be unlawful for any person to proceed with any part of work after such notice is issued.
- H. **Sign Permit** Application Review.
  - 1. An applicant shall deliver a **Permit** application to the **Building** Department, or such other office as may be designated by the **City Manager**. The application shall be reviewed for a determination of whether the proposed **Sign** meets the applicable requirements of this **Sign Code** and any applicable **Building** code or land development regulation. The review of the **Permit** application shall be completed within forty-five (45) days following receipt of a completed application, and any applicable fees, not counting the day of receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the forty-fifth (45) day after the date of receipt. A **Sign Permit** shall either be approved, approved with conditions (meaning legal conditions existing in the **Sign Code**, **Building** code or land development regulations, such as dimensional requirements), or disapproved, and the decision shall be reduced to writing.  
A disapproval shall include or be accompanied by a statement of the reason(s) for the disapproval. In the event that no decision is rendered within forty-five (45) calendar days following submission, the

application shall be deemed denied. If disapproval is the consequence of a failure to decide upon the application within the deadline set forth herein, the **City Manager** or designee shall upon request refund any applicable fee to the person who paid the fee. In the event that no decision is rendered within forty-five (45) calendar days following submission, the application shall be deemed denied and the applicant may appeal to the **Planning Board**.

2. In the case of an approval with conditions or disapproval an applicant may ask for reconsideration of the decision on the grounds that the **City Manager** or designee may have overlooked or failed to consider any fact(s) that would support a different decision. A written request for reconsideration accompanied by such additional fact(s) as the applicant may wish the **City Manager** or designee to consider, shall be filed with the **City Manager** or designee within ten (10) calendar days after receipt of the decision. No fee shall be required for a request for reconsideration. Upon the timely filing of a request for reconsideration, the decision of the **City Manager** or designee shall be deemed stayed and not a final decision, until the request for reconsideration is decided. The request for reconsideration shall be decided within seven (7) days of receipt by the **City**, not counting any intervening **Saturday, Sunday, or City** holiday. Such decision shall be in writing and shall include a statement of the reason(s) for the decision. If the disapproval of the request for reconsideration was a consequence of a failure to decide upon the application within the deadline set forth herein, the **City Manager** or designee shall verify upon request that any applicable fee was refunded even if the **City Manager** or designee approves the application upon reconsideration.
3. All decisions shall be mailed, transmitted electronically, or hand delivered to the applicant. A record shall be kept of the date of mailing, electronic transmittal, or hand delivery. For the purposes of calculating compliance with the forty-five (45) day deadline for a decision upon an application or the seven day deadline for a decision upon request for reconsideration, the decision shall be deemed made when deposited in the mail, transmitted electronically, or hand delivered to the applicant.
4. As exceptions to the foregoing, the forty-five (45) day deadline for approval and the seven (7) day deadline for a decision upon receipt of a request for a reconsideration shall not apply (that is, the time shall be suspended):
  - (a) In any case in which the application requires a variance from any provision of the **LDC**, the **City Code of Ordinances**, a rezoning of the property, or an amendment to the comprehensive plan of the **City**. In such cases, the time shall be suspended until a final decision is made upon the application for the variance, rezoning, or comprehensive plan amendment.
  - (b) If the applicant is required to make any change to the application in order to obtain an unconditional approval, the time shall be suspended while the applicant makes such change.
  - (c) If an applicant is required to obtain an approval from any other governmental agency, the time shall be suspended until such approval is obtained.
  - (d) In any of the foregoing cases, the applicant may elect to seek a variance, rezoning of the property, or an amendment to the comprehensive plan of the **City**, make no change to the application, or obtain an approval that may be required by another governmental agency, and may instead demand a decision upon the **Sign Permit** application as filed, subject to obtaining a variance, rezoning of the property, or an amendment to the comprehensive plan of the **City**, or approval by another agency being obtained. In such event, the **City Manager** or designee shall make a decision

on the application as appropriate within five (5) business days after receiving such demand. If a decision is not made in such a time, the application shall be deemed denied and the **City Manager** or designee shall verify that any applicable fee was refunded to the person who paid the fee.

5. An application which is materially incomplete or which is not accompanied by the required fee shall not be deemed accepted and the time for review of the application shall not commence until a complete application accompanied by the required fee is filed with the **Building** Department or successor office designated by the **City Manager**. In addition, the **City Manager** or designee shall, within forty-five (45) days of receipt of an incomplete or unpaid application, send the applicant a written explanation of the deficiencies in the application and ask that the deficiencies be remedied, explaining that the application cannot proceed forward otherwise and the review will be suspended pending receipt of the required information or documentation. The applicant must then submit a new application with the deficiencies corrected in order for it to be considered by the **City Manager** or designee.
6. Any person aggrieved by the decision of the **City Manager** or designee upon his or her **Sign Permit** application shall have the right to appeal to the Planning Board as provided in this LDC. Failure to timely appeal the decision regarding a **Sign** application by the **City Manager** or designee shall waive the right to appeal, but constitute a failure to exhaust administrative remedies for purposes of a subsequent judicial action.
- I. It shall be unlawful for any person or business or the person in charge of the business to **Erect**, construct, alter or maintain an outdoor advertising display **Sign**, as defined in the **Florida Building Code**, without first obtaining a **Building Permit** from the **City** in accordance with the provisions of the **Florida Building Code** and applicable law. **Permit** fees for a **Building Permit** shall be paid in accordance with the applicable **City** fee schedules. The requirement of a **Building Permit** under the **Florida Building Code** is separate and independent of the requirement for a **Sign Permit** under this **Sign Code**.

#### 5.07.09 Existing Signs

- A. **Illegal Signs.** Any **Sign** existing as of the effective date of this **Sign Code**, or on the effective date of any amendment to this **Sign Code** (i) which was not **Erected** pursuant to a valid **Permit** from the **City** if required or (ii) which did not comply in all respects with **City** ordinances in effect immediately prior to such effective date or (iii) which was required by **City** ordinance in effect immediately prior to such effective date to be removed due to the passage of time or any other reason, regardless of whether the **City** shall have commenced any enforcement action against such **Sign** or any person, and any **Sign** reclassified as an **Illegal Sign** pursuant to section 5.07.09C, is hereby deemed to be an "**Illegal Sign**" and such **Sign**, the **Premises** upon which it is located, and the person or persons responsible for such **Sign** shall be subject to the remedies and penalties provided by law.

Upon a determination by the **City Manager** or his designee and written notice at any time to the owner or person entitled to possession of an **Illegal Sign** that such **Sign** exists, in addition to any other remedy or penalty that may be available to the **City**, the owner or person entitled to possession of an **Illegal Sign** shall be obligated to remove such **Sign** and any associated **Sign Structure** within twenty (20) days after receipt of such notice unless an appeal of such determination has been previously filed with the **Planning Board** and is pending or has been resolved in the permittee's favor.

- B. **Legal Signs.** Any **Sign** existing on the effective date of this **Sign Code** which was **Erected** pursuant to a valid **Permit** from the **City** if required, and which complies in all respects with **City** ordinances in effect

immediately prior to such effective date, and which conforms to the provisions of this **Sign Code**, and any subsequent amendment hereto, is hereby deemed to be a "**Legal Sign**" and shall be entitled to a **Permit** or renewed **Permit** evidencing that fact upon application and payment of a registration fee in the amount of \$5.00 to be applied against the actual or reasonably anticipated expenses associated with the registration. The fee may be changed from time to time by resolution of the **City Council** to reflect changed expenses associated with registration.

- C. **Attrition and removal of Nonconforming Signs.** Any **Sign** existing on the effective date of this **Sign Code**, or the effective date of any amendment to this **Sign Code**, which complied in all respects with **City** ordinances in effect immediately prior to such effective date, and is not an **Illegal Sign**, but which does not conform to the provisions of this **Sign Code**, or any amendment to this **Sign Code**, either independently or in conjunction with other **Signs** is hereby deemed to be a **Nonconforming Sign**.
1. A **Nonconforming Sign** may not be enlarged but may be maintained (i) by painting or refinishing the surface of the **Sign Face** and **Sign Structure**, or by replacing damaged panels, so as to keep the appearance of the **Sign** the same as it was upon the adoption of this **Sign Code** or subsequent amendment hereto which resulted in such **Sign** becoming a **Nonconforming Sign**, or (ii) by replacement of light bulbs or similar expendable electrical devices, and repair and replacement of electrical components for safety reasons only and not to improve or upgrade the appearance or utility of the **Sign**, or (iii) by lawfully changing the content of its **Face**. In the event that a **Nonconforming Sign** is damaged by fire, wind, flood or other sudden casualty and the cost to repaint and repair such **Sign**(including the **Sign Structure**) does not exceed fifty percent (50%) of the cost to replace such **Sign**, then the **Sign** may be repaired provided (i) a **Permit** therefore is obtained within thirty (30) days after such casualty, (ii) the repair is commenced within twenty (20) days after the issuance of such **Permit** and diligently pursued to completion, and (iii) the repaired **Sign** will comply with all applicable **Building** and electrical codes. If after completion of such repair in accordance with such **Permit** such **Sign** does not fully comply with this **Sign Code**, it shall nonetheless continue to be a **Nonconforming Sign**.
  2. Except as provided in the preceding paragraph, any repainting or any structural or other substantive repair, rebuilding, or **Maintenance** work to a **Nonconforming Sign** shall be deemed a waiver of the nonconforming status of the **Sign**, shall render any prior **Permit** void and shall result in the reclassification of such **Sign** as an **Illegal Sign** to be removed pursuant to sub- section C.1. of this section.  
(Ord. #1254, 11/14/13)
  3. An **Abandoned Sign** cannot become or continue to be a ~~Non-Conforming~~ **Nonconforming Sign**.
  4. The nonconforming status of all such **Signs** shall expire on January 1, 2001, or such other date as may be stated in the ordinance adopting the amendment to this **Sign Code** which makes the **Sign** ~~non-conforming~~ **nonconforming**, and all such **Nonconforming Signs** shall be made to conform with this **Sign Code**, if possible, or be removed before that date. Where two **Off-Premises Signs** are non- conforming due to their proximity to each other, the first in time shall be deemed the first in right and the second shall be removed. The **City Manager** may, and upon written request of the owner or person entitled to possession of a **Nonconforming Sign** shall, notify in writing the owner or person entitled to possession of a **Nonconforming Sign** that the **Sign** is nonconforming and the reasons therefore, and that the **Sign** must be made to conform or be removed before the date of the expiration of the **Sign's** ~~non-conforming~~ **nonconforming** status, which date shall be stated. The notice shall state that the owner or person entitled to possession of the **Sign** may appeal: (i) the determination of nonconformance, (ii) the validity or applicability of this **Sign Code**, or (iii) the necessity of a variance, by appeal to the Planning Board as



provided in section 9.03.00 of this **LDC**. The notice shall also state that failure to appeal within thirty (30) days after receipt of the notice shall constitute an acceptance of the **City's** determination respecting the **Sign** and a waiver of any objection to the validity or application of this **Sign Code** to the **Sign**. The purpose of such advance notice is to allow affected parties an opportunity to appeal and resolve contested issues prior to the expiration of nonconforming status.

(Ord. #1254, 11/14/13)

5. Upon a determination by the **City Manager** or his designee and written notice to the owner or person entitled to possession of such **Sign** that a **Nonconforming Sign** has become a **Dilapidated Sign** or an **Abandoned Sign**, or has lost its nonconforming status by waiver or expiration pursuant to this section, the owner or person entitled to possession of such **Sign** shall remove such **Sign** within twenty (20) days after receipt of such notice.

#### **5.07.010 Enforcement.**

- A. **Right of Entry.** The **City Manager** or his designee shall have the authority to enter upon the public or quasi-public portion of any **Premises** within the **City** containing a **Sign** for the limited purpose of enforcing the provisions of this **Sign Code**.
- B. Violation sticker. When a **Sign** exists in violation of this **Sign Code**, the **City Manager** or his designee may, in addition to any other remedy available, follow the following procedure:
  1. The **City Manager** or his designee shall attach a highly visible sticker of at least forty (40) square inches reading "**VIOLATION**" to the **Sign Face**. In the event the **Sign** is one of a number of **Signs** in violation due to excessive aggregate Area, the sticker shall be placed prominently on one of the larger **Signs**. The sticker shall include the date that it was attached to the **Sign** and instructions to call the appropriate **City** office to obtain a **Permit** application for the **Sign**. It shall be unlawful for any person other than the **City Manager** or his designee to remove the **Sign** violation sticker, and the sticker shall so state.
  2. Within fourteen (14) days of attachment of the violation sticker, the owner or person entitled to possession of the **Sign** shall bring the **Sign** into conformity with this **Sign Code**, if necessary and possible, and if required submit a completed application for a **Permit** and fee for a **Permit** for the **Sign**. If the application and fee is not submitted timely, or if the application must be denied, or if the **Sign** is not or cannot be brought into conformity with this **Sign Code** in a timely manner, the **City Manager** or his designee shall have the **Sign** removed and impounded without any further notice.
  3. The owner or person entitled to possession of a **Sign** impounded may recover same prior to the expiration of the thirty-day impoundment period upon the payment to the **City** of the costs incurred in impounding such **Sign**, including attorney's fees. In the event any **Sign** is not so claimed within thirty (30) days, the **City Manager** or his designee may dispose of the **Sign** in the same manner as surplus or abandoned **City** property.
- C. Impoundment of **Prohibited Signs**. The **City Manager** or his designee shall have the authority to remove all **Signs**, without notice to the owners thereof, prohibited by this **Sign Code**, and to impound them for a period of thirty (30) days. The owner or person entitled to possession of a **Sign** impounded may recover same prior to the expiration of the thirty-day impoundment period upon the payment to the **City** of the costs incurred in impounding such **Sign**, including attorney's fees. In the event any **Sign** is not so claimed within thirty (30) days, the **City Manager** or his designee may dispose of the **Sign** in the same manner as surplus or abandoned **City**

property.

- D. Any person who violates any provision of this **Sign Code** is guilty of an offense and upon conviction thereof, shall be punishable as provided by section 1-12 of the code of **Ordinances** of the City of Panama City Beach. Each person shall be deemed guilty of a separate offense for every day the violation of this **Sign Code** is continued or **Permitted** to continue.
- E. Any **Sign** placed on public property or within any **Street** or pedestrian right of way open to the public, except in conformance with the requirements of this **Sign Code**, shall be deemed illegal and shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the **City** shall have the right to recover from the owner or person placing such **Sign** the cost of removal and disposal of such **Sign**.
- F. Any **Sign Erected** or displayed in violation of the provisions of this **Sign Code** or other applicable provisions of the **Code of Ordinances** of the City of Panama City Beach, is deemed to be a public nuisance subject to abatement as provided by law. This remedy is cumulative and in addition to any other remedy available to the **City** under this or any other law.
- G. In addition to other remedies, the **City Manager** or his designee, through the City Attorney, may institute any appropriate action or procedure to bring about compliance with any of the provisions of this **Sign Code**.

**5.07.011** Reserved.

**5.07.012** Severability.

- A. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code**.
- B. **Severability where Less Speech Results.** Without diminishing or limiting in any way the declaration of severability set forth above or elsewhere in this **Sign Code**, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code**, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt **Signs** to **Permitting** or otherwise.
- C. **Severability of Provisions Pertaining to Prohibited Signs or General Sign Standards.** Without diminishing or limiting in any way the declaration of severability set forth above or elsewhere in this **Sign Code**, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** or any other law is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** that pertains to prohibited **Signs** or general **Sign** standards, including specifically those **Signs** and **Sign**-types prohibited and not allowed under section 5.07.04 of this **Sign Code** and those

general **Sign** standards set forth in section 5.07.05 of this **Sign Code**. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 5.07.04 of this **Sign Code** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 5.07.04. Further still, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 5.07.05 of this **Sign Code** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 5.07.05.

- D. **Severability of Prohibition or Limitation on Billboards.** If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** and/or any other **Code** provisions and/or laws are declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect the prohibition or limitation ("cap and replace") of **Off-Premises Commercial Signs** or "billboards" contained in this **Sign Code**.
- E. **Severability of Portions of Definition of "Sign."** If any part, sentence, phrase, clause, term, or word of the definition of **Sign** in this **Sign Code**, or any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** employing that definition, is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, sentence, phrase, clause, term, or word of the definition of **Sign** or any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code**.
- F. **Severability of Definitions relating to Commercial or Non-Commercial.** For many situations, this **Sign Code** relies on the distinction between Commercial speech and Non-Commercial speech to determine the degree of regulation that is appropriate. This **Sign Code** is not intended to modify existing or future judicially established definitions of or distinctions between commercial speech or non-commercial speech. To the extent that this **Sign Code** misstates or misapplies a definition for commercial speech or non-commercial speech as related to First Amendment and is declared unconstitutional or invalid on its face or as applied by the valid judgment or decree of any court of competent jurisdiction, it is the City's intent that the court incorporate and apply the correct, then-prevailing judicial definitions and distinctions, and that the City will amend this **Sign Code** promptly thereafter to formalize such incorporation of the proper standard.
- G. Reference is made to the fact that the definition of **Sign** is intended to treat murals and other public art as a **Sign, Permitted** within the limitations prescribed for all **Signs** and otherwise prohibited, because the **City** has found and determined, and here states, that there is no logical or constitutional way to distinguish between certain elements of what traditionally and universally has been considered a **Sign**, including some **Commercial Signs**, and what traditionally and universally has been considered a mural or other public art, and that the adverse secondary effects (visual clutter, aesthetic nuisance, traffic distraction, etc., as described in the recitals to this **Sign Code**) attributable to "traditional" **Signs** on the one hand and to murals or other public art on the other hand are materially the same, and that there is no practical and enforceable way for the **City** to fairly and consistently distinguish between all elements of "traditional" **Signs** and murals or other public art so as to regulate them separately. In addition, the **City** has found and determined, and here states, that creating a second regulatory scheme for murals and other public art will inevitably result in murals or other public art being added to or associated with

"traditional" **Signs**, thereby increasing the size, number and mass of what for all practical purposes appears to be signage within the **City** beyond that which the people of the City of Panama City Beach have found to be for them and their lifestyles a reasonable time, place and manner limitation. Nonetheless, if for any reason the regulation of murals and other public art as a **Sign** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect those portions of the definition of **Sign** describing "traditional" **Signs**, especially billboards and **Off-Premises Commercial Signs**, and **On-Premises Commercial Signs**, which shall continue to be regulated.

[Cross references: Display of **Signs** by **Building**, general and **Residential** contractors, § 8-96; restrictions on posting on public property § 16-4. State law references: Municipal authority to establish **Sign** ordinance, F.S. § 166.0425; outdoor advertisers, F.S. Ch. 479.]

**REGULAR ITEM**

**7**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
CODE ENFORCEMENT/LEGAL

2. MEETING DATE:  
AUGUST 10, 2017

3. REQUESTED MOTION/ACTION:  
APPROVE INITIAL ASSESSMENT RESOLUTION 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 JANUARY 2014, THE CITY ADOPTED A NUISANCE ABATEMENT ASSESSMENT PROGRAM TO COLLECT FROM PROPERTY OWNERS THE COSTS OF NUISANCE ABATEMENT UNDERTAKEN BY THE CITY IN THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA. LAST YEAR THE CITY ADOPTED RESOLUTION 17-29, EXPANDING THE ASSESSMENT AREA TO INCLUDE ALL PROPERTY WITHIN THE CORPORATE LIMITS.

ATTACHED IS AN INITIAL ASSESSMENT RESOLUTION, LISTING THE TAX PARCELS ON WHICH A NUISANCE ABATEMENT SERVICE COST SHALL BE ASSESSED ON THE TAX BILL, AND DIRECTING A PUBLIC HEARING BE HELD FOR INTERESTED PARTIES TO CONTEST THE ASSESSMENT BEFORE A FINAL ROLL IS ADOPTED.

IF APPROVED, THAT PUBLIC HEARING WILL BE NOTICED AS PROVIDED IN THE RESOLUTION, AND A FINAL ASSESSMENT RESOLUTION SHALL BE PRESENTED TO THE COUNCIL AT THAT SEPTEMBER 14, 2017 PUBLIC HEARING.

**RESOLUTION 17-117**

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**CITY OF PANAMA CITY BEACH, FLORIDA**

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**INITIAL ASSESSMENT RESOLUTION  
FOR NUISANCE ABATEMENT ASSESSMENTS**

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**ADOPTED AUGUST \_\_\_\_\_, 2017**

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TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I INTRODUCTION	
SECTION 1.01. AUTHORITY.....	1
SECTION 1.02. DEFINITIONS.....	2
SECTION 1.03. INTERPRETATION .....	5
SECTION 1.04. FINDINGS. ....	5
ARTICLE II NOTICE AND PUBLIC HEARING	
SECTION 2.01. ESTIMATED NUISANCE ABATEMENT SERVICE COST.....	7
SECTION 2.02. NUISANCE ABATEMENT ASSESSMENT ROLL.....	8
SECTION 2.03. PUBLIC HEARING .....	9
SECTION 2.04. NOTICE BY PUBLICATION .....	9
SECTION 2.05. NOTICE BY MAIL.....	9
ARTICLE III ASSESSMENTS	
SECTION 3.01. ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY.....	10
SECTION 3.02. IMPOSITION OF ASSESSMENTS. ....	10
SECTION 3.03. APPORTIONMENT APPROACH; DETERMINATION OF EQUIVALENT RESIDENTIAL UNIT. ....	11
SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS .....	12
SECTION 3.05. COLLECTION OF ASSESSMENTS .....	12
ARTICLE IV GENERAL PROVISIONS	
SECTION 4.01. CONFLICTS. ....	12
SECTION 4.02. SEVERABILITY.....	12
SECTION 4.03. EFFECTIVE DATE.....	12
APPENDIX A FORM TO BE PUBLISHED	
APPENDIX B FORM TO BE MAILED	



RESOLUTION NO. 17-117

A RESOLUTION OF THE CITY COUNCIL OF PANAMA CITY BEACH, FLORIDA, RELATING TO THE DELIVERY OF NUISANCE ABATEMENT RELATED SERVICES WITHIN THE CITY; PROVIDING FOR NUISANCE ABATEMENT ASSESSMENTS WITHIN THE CITY; ESTIMATING THE SERVICE COST TO PROVIDE NUISANCE ABATEMENT RELATED SERVICES AND PROGRAMS; ESTABLISHING THE METHOD OF ASSESSING THE NUISANCE ABATEMENT RELATED SERVICE COST AGAINST REAL PROPERTY SPECIALLY BENEFITED; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY NUISANCE ABATEMENT ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED NUISANCE ABATEMENT ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I  
INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Panama City Beach, Florida (the "City"), is adopted pursuant to City Ordinance Nos. 947 and 1313 as amended from time to time and codified in Chapter 28 of the Code of Ordinances of the City of Panama City Beach (the "Assessment Ordinance"), City Ordinance No. 1294 (the "Nuisance Ordinance") (collectively, the "Nuisance Abatement Ordinances"), Article VIII,

Section 2, Florida Constitution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION 1.02. DEFINITIONS.** This Resolution constitutes the Initial Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"**Assessment Area**" means all property within the corporate boundaries of Panama City Beach.

"**Assessed Property**" means all parcels of real property included in the Nuisance Abatement Assessment Roll that receive a special benefit from or relieve a burden attributable to Nuisance Abatement Services or Nuisance Abatement Improvements.

"**Assessment**" means a special assessment (sometimes also characterized as a non-ad valorem assessment) imposed by the City against property located within the boundaries of the City of Panama City Beach Assessment Area for the costs 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, by eliminating or abating a public nuisance, computed in the manner described in Article III hereof.

"**City**" means the City of Panama City Beach, Florida.

"**City Clerk**" means the clerk of the City Council.

**"City Code"** means the Code of Ordinances for Panama City Beach.

**"City Manager"** means the chief executive officer of the City, or such person's designee responsible for coordinating Assessments as provided herein.

**"Nuisance"** shall mean a Nuisance or Public Nuisance, as defined in the Nuisance Ordinance, ultimately abated by the City after notice to and failure by the owner of the Tax Parcel on which the nuisance is located to timely or completely abate the nuisance.

**"Nuisance Abatement Assessment"** means Assessment, as defined in the Assessment Ordinance, lawfully imposed by the Council against Assessed Property to fund all or any portion of the cost of the provision of Nuisance Abatement Services, in accordance with the Nuisance Abatement Ordinance, necessary to abate a violation of the Panama City Beach Code of Ordinances present on the affected Tax Parcel.

**"Nuisance Abatement Assessment Roll"** means the roll created pursuant to Section 2.04 of the Assessment Ordinance and described in Section 2.02 hereof that includes a summary description of each Tax Parcel subject to the Nuisance Abatement Assessment, the name of the owner of each Tax Parcel as shown on the Tax Roll, and the Assessment to be imposed on each Tax Parcel shown.

**"Nuisance Abatement Improvement"** means land, capital assets, services or improvements acquired, constructed, replaced, demolished, relocated or provided to abate a Nuisance existing on a Tax Parcel.

**"Nuisance Abatement Service"** means any work authorized in accordance with the Nuisance Abatement Ordinance and necessary to remove or otherwise abate a Nuisance located on a Tax Parcel, in accordance with the Nuisance Abatement Ordinance, including but not limited to review, planning, investigation, analysis, permitting, notice, enforcement, remediation, improvement, demolition or removal services.

**"Nuisance Abatement Service Cost"** means the Service Cost, as defined in the Assessment Ordinance, that is properly attributable to the provision of the Nuisance Abatement Services under generally accepted accounting principles, including, without limiting the generality of the foregoing: (A) the costs incurred by the City, including all actual, administrative, and collection costs, in performing any work authorized in accordance with the Nuisance Abatement Ordinance and necessary to abate a Nuisance located on a Tax Parcel, in accordance with the Nuisance Abatement Ordinance; and (B) costs associated with review, planning, investigation, analysis, permitting, notice, enforcement, remediation, improvement, provision of services, demolition or removal, or any combination of those, to abate a public nuisance; and (C) interest and reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing components of a Nuisance Abatement Service Cost.

**"Tax Parcel"** means a parcel of property to which the Bay County Property Appraiser has assigned a distinct ad valorem property tax identification number.

**"Uniform Assessment Collection Act"** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem

assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**SECTION 1.03. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self-government to perform municipal functions and to render municipal services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of City ordinances.

(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c) and (d) of Section 166.021(3), Florida Statutes, are not

relevant to imposition of the Nuisance Abatement Assessments within the City.

(C) The City is authorized by Article VIII, Section 2 of the State Constitution, Section 166.021, Florida Statutes, the Nuisance Abatement Ordinances, the Uniform Assessment Collection Act, and other applicable provisions of law, to provide for the imposition and collection of charges in the form of special assessments, such impositions also being sometimes characterized as non-ad valorem assessments.

(D) The Council has enacted the Assessment Ordinance and the Nuisance Abatement Ordinance to authorize the imposition of Nuisance Abatement Assessments to fund the Nuisance Abatement Service Cost to benefit property in the Assessment Area.

(E) Prior to the adoption of the Assessment Roll, the City incurred costs related to the abatement of one or more public nuisances and the remediation or improvement of property, which costs remain outstanding, and are properly included within the Nuisance Abatement Service Cost.

(F) The provision of Nuisance Abatement Services have specially benefitted the Tax Parcels to be assessed and enhanced the utilization and enjoyment of the Tax Parcels by one or more of the following: (1) protecting or enhancing the value and use of the property through the elimination of an existing code violation that presents a serious threat to the public health, safety, and welfare; (2) providing increased safety and better access to the property; (3) improving the property's appearance; (4) rendering the property more adaptable to a current or reasonably foreseeable new and higher use; (5) fostering the

enhancement of environmentally responsible use and enjoyment of the property; and (6) eliminating the accrual of daily fines imposed on the property due to the original code violation.

(G) The Nuisance Abatement Service Costs consists of costs incurred by the City, including all actual, administrative, service and collection costs, in performing any work necessary to abate a nuisance located on an affected Tax Parcel. The Council hereby determines that the Nuisance Abatement Service Cost provides a special benefit to each Tax Parcel to be assessed, and that it is fair and equitable to allocate the Nuisance Abatement Service Cost to Tax Parcels predominately benefited by the removal or abatement of the public nuisance from that Tax Parcel and the reciprocal relief of the burden caused by the Nuisance, based upon the actual, administrative, services and collection costs incurred by the City in abating the nuisance located on the Tax Parcel and which costs are uniquely attributable to that Tax Parcel.

## ARTICLE II

### NOTICE AND PUBLIC HEARING

#### SECTION 2.01. ESTIMATED NUISANCE ABATEMENT SERVICE COST.

(A) The estimated Nuisance Abatement Service Cost to be recovered through Nuisance Abatement Assessments for the Fiscal Year commencing October 1, 2017 is \$11,535.65. The Nuisance Abatement Service Cost incurred in Fiscal Year commencing

October 1, 2011, October 1, 2012 and October 1, 2016, will be recovered through the imposition of Nuisance Abatement Assessments, as provided herein.

(B) The estimated Nuisance Abatement Service Cost is hereby allocated among the following Tax Parcels for Service Costs incurred by the City:

(i) in the Fiscal Year commencing October 1, 2011

PARCEL ID	PROPERTY OWNER	SERVICE COST
33175-000-000	David W. Roper and Pamela B. Roper	\$1174.36

(ii) in the Fiscal Year commencing October 1, 2012

PARCEL ID	PROPERTY OWNER	SERVICE COST
34176-010-000	Georgia Realty Resources, LLC	\$748.52

(iii) in the Fiscal Year commencing October 1, 2016

PARCEL ID	PROPERTY OWNER	SERVICE COST
33306-000-000	Linda Becker	\$1258.47
33194-000-000	The Bank of New York Mellon	\$602.87
38200-017-000	Betty Ann Rosa	\$5094.11
38209-000-000	Lisa Pinto and Nelson J. Pinto	\$1793.86
33137-010-000	Charles J. Dugan and Barbara A. Dugan	\$863.46

This Nuisance Abatement Service Cost will be collected through the imposition of Assessments against property located within the City in the manner set forth in Section 3.04 hereof.

(C) The estimated Nuisance Abatement Assessments established in this Initial Assessment Resolution shall be the estimated service costs applied by the City Manager in the preparation of the preliminary Nuisance Abatement Assessment Roll for the Fiscal Year



commencing October 1, 2017, as provided in Section 2.02 of this Initial Assessment Resolution.

**SECTION 2.02. NUISANCE ABATEMENT ASSESSMENT ROLL.** The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2017, in the manner provided in Section 2.04 of the Assessment Ordinance. The Nuisance Abatement Assessment Roll shall include all Tax Parcels identified in Section 2.01 hereof. The City Manager shall apportion the estimated Nuisance Abatement Service Cost to be recovered through Nuisance Abatement Assessments in the manner set forth in this Initial Assessment Resolution. A copy of this Initial Assessment Resolution and the preliminary Nuisance Abatement Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection.

**SECTION 2.03. PUBLIC HEARING.** There is hereby established a public hearing to be held at 6:00 PM on September 14, 2017, in City Council Chambers, City Hall, 110 South Arnold Road, Panama City Beach, Florida, at which time the City Council will receive and consider any comments on the Nuisance Abatement Assessments from the public and affected property owners and consider imposing Nuisance Abatement Assessments collecting such assessments on the same bill as ad valorem taxes.

**SECTION 2.04. NOTICE BY PUBLICATION.** The City Manager shall direct the publication of a notice of the public hearing authorized by Section 2.03 hereof in the

manner and time provided in Section 2.05 of the Ordinance. The notice shall be published no later than August 18, 2017, in substantially the form attached hereto as Appendix A.

**SECTION 2.05. NOTICE BY MAIL.** The City Manager shall direct the publication of a notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in Section 2.06 of the Ordinance. The notice shall be mailed no later than August 18, 2017, in substantially the form attached hereto as Appendix B.

### ARTICLE III

#### ASSESSMENTS

**SECTION 3.01. NUISANCE ABATEMENT ASSESSMENTS TO BE IMPOSED IN ASSESSMENT AREA.**

(A) Pursuant to Section 2.02 of the Assessment Ordinance, Nuisance Abatement Assessments are to be imposed on those certain Tax parcels located within the City on which Nuisance Abatement Improvements or Nuisance Abatement Services have been undertaken or performed by the City.

**SECTION 3.02. IMPOSITION OF ASSESSMENTS.** Nuisance Abatement Assessments shall be imposed against those Tax Parcels identified in Section 2.01 located within the Assessment Area, and shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien

upon the Tax Parcels located within the Assessment Area pursuant to the Assessment Ordinance.

**SECTION 3.03 COMPUTATION OF NUISANCE ABATEMENT ASSESSMENT.**

(A) The Nuisance Abatement Assessment identified in Section 2.01 shall be calculated and apportioned based upon the actual Service Costs incurred by the City in performing any work necessary to abate or correct a violation of the Code of Ordinances of the City of Panama City Beach for each specific Tax Parcel identified in Section 2.01. In the event the City undertakes aggregated and contemporaneous nuisance abatement activities upon two or more Tax Parcels under common ownership for which Service Costs are comingled and cannot be uniquely attributed to one Tax Parcel over another, the Service Costs for such aggregated and contemporaneous nuisance abatement activities shall be equally divided among the Tax Parcels on which the aggregated and contemporaneous work was performed. If the City undertakes nuisance abatement on two or more occasions upon a single parcel, the Service Costs shall be added together.

(B) It is hereby ascertained, determined, and declared that the method of determining the Nuisance Abatement Assessments for nuisance abatement related services as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Nuisance Abatement Service Cost among parcels of Assessed Property located within the Assessment Area.

**SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds derived by the City from the Nuisance Abatement Assessments will be utilized to reimburse the City for the actual costs arising from its provision of Nuisance Abatement related services, facilities, and programs.

**SECTION 3.05. COLLECTION OF ASSESSMENTS.** The Nuisance Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

#### ARTICLE IV

##### GENERAL PROVISIONS

**SECTION 4.01. CONFLICTS.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4.02. SEVERABILITY.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**SECTION 4.03. EFFECTIVE DATE.** This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY COUNCIL OF PANAMA CITY  
BEACH, FLORIDA**

By: \_\_\_\_\_  
Mike Thomas, Mayor

(SEAL)

Attest:

By: \_\_\_\_\_  
City Clerk

**APPENDIX A**

**FORM OF NOTICE TO BE PUBLISHED**

*To be published on or before August 18, 2017.*

(Map of Front Beach Road Community Redevelopment Area)

**NOTICE OF HEARING  
TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of Panama City Beach, Florida, will conduct a public hearing to consider adoption of a final assessment resolution related to the nuisance abatement imposition of special assessments to reimburse the City for services undertaken by the City of Panama City Beach to abate a nuisance on the following properties:

PARCEL ID	PROPERTY OWNER
33306-000-000	Linda Becker
33194-000-000	The Bank of New York Mellon
38200-017-000	Betty Ann Rosa
38209-000-000	Lisa Pinto and Nelson J. Pinto
33137-010-000	Charles J. Dugan and Barbara A. Dugan
33175-000-000	David W. Roper and Pamela B. Roper
34176-010-000	Georgia Realty Resources, LLC

The Nuisance Abatement final assessment resolution will provide for the imposition of special assessments, sometimes characterized as non-ad valorem assessments, against property located within the boundaries of the City and collection of the assessments by the uniform billing method described in Section 3.01 of City Ordinance No. 947. The hearing will be held at 6:00 PM on September 14, 2017 at City Council Chambers of City Hall, City Hall, 110 South Arnold Road, Panama City Beach, Florida. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within twenty (20) days of this notice.

The assessments have been proposed to fund nuisance abatement related essential services and improvements throughout the City. The assessment for each tax parcel within the Assessment Area will be based upon the actual costs incurred by the City attributable to the abatement of a nuisance on each tax parcel as of the date the assessments are imposed.

A more specific description of the nuisance abatement related services and improvements and the method of computing the assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the City Council on August 10, 2017. Copies of the Initial Assessment Resolution and the preliminary Nuisance Abatement Assessment Roll together with Ordinances 947 and 1313 (the Assessment ordinance) and Ordinance 1294 (the Nuisance Ordinance) are available for inspection at the office of the City Clerk, located at City Hall, 110 South Arnold Road, Panama City Beach, Florida.

If you have any questions, please contact the City Clerk's Office at (850) 233-5100.

ANY PERSON WISHING TO ENSURE THAT AN ADEQUATE RECORD OF THE PROCEEDINGS IS MAINTAINED FOR APPELLATE PURPOSES IS ADVISED TO MAKE THE NECESSARY ARRANGEMENTS FOR RECORDING AT HIS OR HER OWN EXPENSE.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT 850-233-5100.

**APPENDIX B**

**FORM OF NOTICE TO BE MAILED**

PANAMA CITY BEACH, FLORIDA

NOTICE OF HEARING  
TO IMPOSE AND TO PROVIDE FOR COLLECTION OF  
NUISANCE ABATEMENT RELATED SPECIAL ASSESSMENTS IN PANAMA CITY  
BEACH

August 18, 2017

[Property Owner Name]  
[Street Address]  
[City, State and Zip]

Re: Tax Parcel Number [Insert Number]

Dear Property Owner:

In accordance with Section 197.3632, Florida Statutes, notice is hereby given by the City of Panama City Beach that a non-ad valorem assessment for nuisance abatement services using the tax bill collection method, may be levied on your property for the fiscal year beginning on October 1, 2017. The purpose of this assessment is to recover costs arising from nuisance abatement services for the abatement of nuisances benefitting affected properties located within the City. The total property abatement assessment revenue to be collected is estimated to be [ ] for the fiscal year beginning October 1, 2017. The assessment of each parcel of property will be based upon the extent of work necessary to abate or correct a violation of the City's Code of Ordinances. The assessment will include the actual costs incurred by the City in performing any work necessary to abate or correct violations for unsafe structures or abatement of nuisances or both, including all labor, materials, disposal and administrative costs.

Copies of the Initial Assessment Resolution and the preliminary Nuisance Abatement assessment roll describing the assessments are available for your review at the offices of the City Clerk, located at City Hall, 110 South Arnold Road, Panama City Beach. Information regarding the assessment for your specific property is included below.



The total amount of actual and administrative costs incurred by the City in performing the work necessary to abate or correct a violation of the City's Code of Ordinances on the above referenced parcel is \$[ ] ("Nuisance Abatement Cost"). The Nuisance Abatement Assessment for the above parcel is \$[ ] for the fiscal year beginning October 1, 2017.

The nuisance abatement service non-ad valorem assessment amount shown on this notice will be collected by the Bay County Tax Collector on the tax bill to be mailed in November 2017. Florida law requires that the City must inform you that failure to pay your assessment may result in foreclosure or the issuance of a tax sale certificate in the future. The City has the right to foreclose and collect delinquent assessments in any manner provided by law.

Until paid, the Nuisance Abatement assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, City, district, or municipal taxes and other non-ad valorem assessments. Assessments shall become delinquent if not paid within thirty (30) days from the due date.

The City, in its sole discretion, shall determine whether to provide a program of hardship assistance, either through monetary contributions or extended payment terms, to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of a Nuisance Abatement Assessment.

The City Council will hold a public hearing at 6:00 PM on September 14, 2017, in the City Council Chambers at City Hall, 110 South Arnold Road, Panama City Beach, Florida, for the purpose of receiving comments on the proposed assessments. You are invited to attend and participate in the hearing. You may also file written objections with the City Council prior to or during the hearing. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

If you have any questions, please contact the City Clerk's office at 850-233-5100.

THIS IS NOT A BILL. DO NOT SEND PAYMENT.

PANAMA CITY BEACH, FLORIDA

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT 850-233-5100.