PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

REGULAR
MEETING DATE: November 13, 2014
MEETING TIME: 6:00 P.M.

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

II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

V. CONSENT AGENDA

1. ORDER 501-VA-15 AND FINDING OF FACTS FOR THE ORDER OF THE PLANNING BOARD DENYING A FRONT YARD SETBACK VARIANCE APPLICATION REQUEST BY JASON OAKES FOR PROPERTIES LOCATED AT 15007 AND 15010 FRONT BEACH ROAD. After receiving testimony and reviewing the exhibits produced during the Hearing on October 23, 2014, the City Council orders that the captioned request is DENIED and the decision of the Planning Board is AFFIRMED.

2. “NATIONAL PEARL HARBOR REMEMBRANCE DAY IN PANAMA CITY BEACH” PROCLAMATION. A Proclamation designating December 7, 2014 as “National Pearl Harbor Remembrance Day in PCB” and directing that the flags be lowered to half-staff on that date in honor of those who died as a result of their service at Pearl Harbor.

3. RESOLUTION 15-16, NEW YEAR’S EVE STREET PARTY, BALL DROP AND ROAD CLOSURES. “A Resolution of the City of Panama City Beach related to the New Year’s Eve Street Party event; authorizing a ball drop; authorizing road closures within Pier Park on December 30-31, 2014 for the Event’s Street Party; and providing an immediately effective date.”

4. RESOLUTION 15-22, BIDS- JOHN DEERE TRACTOR & FLEX WING PURCHASE. Staff solicited bids for the purchase of one 2014 John Deere 5100E Tractor and HX15 Flex Wing Accessory. One bid was received from Beard Equipment Company in the amount of $65,152.28. Bid Tab is attached. STAFF RECOMMENDS that the Council authorize the City Manager to purchase one John Deere 5100E Tractor with HX15 Flex Wing accessory from Beard Equipment Company in the amount of $65,152.28. Staff allocated funds in the FY 2014-2015 Budget to purchase this tractor for our Street Department Crew. “BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Beard Equipment Company, relating to the purchase of one John Deere 5100E Tractor and one HX15 Flex Wing Accessory, in the total amount of $65,152.28, 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.”

1 of 6

Regular Agenda
November 13, 2014
RESOLUTION 15-23, BIDS-2015-2016 CONSERVATION PARK PRESCRIBED FIRE SERVICES. Since the completion of the City’s wastewater effluent-to-wetlands project and the formation of the Conservation Park in 2011, staff has been working to implement a site management plan and continue mitigation work required by the FDEP for impacts to wetlands. The objective of the plan is to restore the mosaic of natural communities within the Park to mimic historic habitats that existed prior to the recent silviculture (tree farming) use. The plan calls for prescribed burns to reduce dense understory brush, improve habitat for wildlife and to provide improved conditions for longleaf pine, native grasses and wildflowers to return. Burns are to be performed annually, with various tracts within the Park burned at approximately three year intervals. In 2012, the City contracted for the initial two years of services and a new two year contract is needed to continue the effort. Attachments to this memorandum shows Park areas scheduled for prescribed fire over the next two years.

A prescribed fire services bid document was prepared by the City’s consultant, Tetra Tech, Inc., covering the next two years of services. The base bid includes unit prices for services based on a per-acre price and hourly personnel/equipment rates for additional work beyond that included in the per-acre rates. The work was publically advertised and two bids were submitted by the deadline. A copy of the bid tabulation is attached for review. The low base bid was submitted by Attack One Fire Management Services, Inc. in the estimated amount of $58,443.53 for the per-acre rate portion of the project. The final cost can change based on actual acreage burned since some fires will be expected to carry into wetlands. Fire carryover is desirable under the right weather conditions and final acreage burn payments will be determined for each section as it is completed. Since the additional costs for hourly rate component of work can be significant over the term of the agreement, an allowance for that component of the agreement must be included. In addition, the unit costs are provided in the event services are needed to cut fire breaks and prepare tracts for a safe burn, or for wildfire suppression.

STAFF has reviewed the bids and RECOMMENDS the City Council award the work to Attack One Fire Management Services, Inc. based on the per acre bid amounts, with an additional approximately $25,000 in funds for providing as-needed additional work based on contract unit prices. STAFF concurs and RECOMMENDS APPROVAL for a total not-to-exceed contract amount of $85,000 for the two year term. “BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Attack One Fire Management Services, Inc., relating to prescribed fire services in the Conservation Park, in an amount not to exceed $85,000, 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, whose execution of such agreement shall be conclusive evidence of such approval.”

RESOLUTION 15-24, BIDS-2015 CONSERVATION PARK LONGLEAF/WIREGRASS SEEDLING PLANTING For the past 3 years, staff has been working to implement the site management plan for the Conservation Park. The City has entered into contracts with companies to harvest most of the planted slash pine and to conduct prescribed burns in preparation for replanting longleaf pine and wiregrass. The first 83,000 longleaf seedlings were planted at the Park in early 2012. In February of this year, the City Council authorized staff to contract with the U.S. Division of Forestry nursery to grow 63,000 longleaf pine seedlings and 50,000 wiregrass seedlings for delivery in
January 2015. The City now requires the services of a specialized contractor to hand plant those seedlings within a short period of time after delivery.

A tree planting bid document was prepared by the City’s consultant, Tetra Tech, Inc. The bid includes requested proposals based on a per-acre unit price assuming either 258 longleaf seedlings or 2,723 wiregrass seedlings per acre in the areas shown on the attached exhibits. The work was publically advertised and bid packages were also sent out electronically to at least eight companies known to perform the requested work. Only one bid was submitted by the deadline. A copy of the bid tabulation is attached for review. The sole bid was submitted by Superior Forestry Services, Inc. in the amount of $288.00 per 1,000 seedlings for hand planting longleaf pine and $219.00 per 1,000 seedlings for hand planting wiregrass. Attached is a draft agreement between the City and with Superior, with a not to exceed total cost of $29,000.00 at the bid unit price. STAFF RECOMMENDS Council APPROVAL and authorization to contract with Superior Forestry Services for the work. They were the contractor for the initial 2012 seedling planting effort. “BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Superior Forestry Services, Inc., relating to the hand planting of 61,920 containerized longleaf pine seedlings and 49,014 containerized wiregrass seedlings necessary to accomplish the second phase of site restoration at the Conservation Park, in a total amount not to exceed $29,000, in substantially the form attached and presented to the Council today, draft dated November 6, 2014, 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.”

RESOLUTION 15-25, ENGINEERING SERVICES-EDGWARE LIFT STATION #9 REPLACEMENT. Wastewater Lift Station #9, located in the parking area south of Front Beach Road and just east of the Edgewater condominiums, is one of four master lift stations that collect and re-pump raw wastewater from large areas of the City utility service area. Approximately 20% of the total sewer flow to the City wastewater treatment plant passes through this station and its reliable performance is critical to the utility system operation. The station is nearly 22 years old, and most components have reached the end of their service life. It is also located in the area being re-developed under the CRA Segment 2 Front Beach Road Project.

Staff has budgeted the replacement costs and negotiated an additional task order to the existing wastewater Master Services Agreement with Baskerville-Donovan, Inc. for the engineering design, permitting and inspection services on this project. A copy is attached for reference. The total fee for services is $189,800.00. Staff has reviewed the proposal and finds the requested fee to be in line with the work effort. STAFF further RECOMMENDS that the City Council approve the engineering task and authorize the City Manager to execute the attached Notice To Proceed. The total estimated construction cost of this project is approximately $1,500,000 and 85% of the costs will be paid with existing cash reserves, with the balance from existing sewer impact fees. Work will be coordinated with the CRA roadway project and staff estimates it will take approximately 16 months to complete planning, design, permitting and construction. “BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order No. 1 to the April 8, 2014 Master Services Agreement between the City and Baskerville-Donovan, Inc., in a total amount of $189,800, for the engineering design, permitting and inspection services related to Edgewater Lift Station No. 9
Replacement, in substantially the form attached and presented to the Council today, draft dated November 6, 2014, 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."

8 RESOLUTION 15-26, ENGINEERING SERVICES- WATER SYSTEM HYDRAULIC MODEL. Staff budgets utility funds every year to continue the City’s capital program to improve the potable water system so the City will be able to improve service to current customers and accommodate future growth. Preble-Rish, Inc. was contracted to develop a computer model of the City system in 2000 to aid in long term planning and the last major update was performed in 2011. Significant growth is now starting to occur in the City’s utility service area and staff desires to have the computer model updated to reflect current and proposed conditions. This will greatly improve the ability of staff to evaluate and determine the most cost effective improvement locations since the current City system is very complex with over 300 miles of water distribution pipe. The model will also be helpful for running simulations of future scenarios involving the upcoming Bay-Walton Sector Plan, allowing staff to plan the positioning of primary water transmission mains. Preble-Rish, Inc. has provided a proposal to City staff in the amount of $27,365 to complete the modeling update effort. A copy is attached for reference. STAFF has reviewed the proposal, finds the requested fee is in line with the work effort, and RECOMMENDS APPROVAL of the task and attached Notice to Proceed for Task Order No. 1 under the General Water & Sewer & Reclaimed Utility Master Services Agreement with Preble-Rish, Inc. “BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order No. 1 to the City’s Master Services Agreement with Preble-Rish, Inc., relating to the General Water & Wastewater & Reclaimed Utility Engineering Services, in a total amount of $27,365 for professional services for updating the City’s computer model of its potable water system, in substantially the form attached and presented to the Council today, draft dated November 6, 2014, 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.”

9 RESOLUTION 15-27, ENGINEERING SERVICES- WEST BAY LIFT STATION & FORCE MAIN PROJECT. The West Bay community, located 4 miles north of the City, is within the City’s water/sewer franchise area and staff has been working towards providing potable water service to the community for several years. That effort is largely complete and staff has now budgeted funds in the current fiscal year budget to begin providing the basic infrastructure needed for residents and businesses to obtain municipal sewer service. That will require a sewer lift station to be constructed, with an approximately 4 mile long force main installed down SR 79 to connect to an existing City main near Panama City Beach Pkwy. The primary project expense will be due to be the extremely long distance to make the sewer connection and the total project cost is estimated at approximately $1,450,000.

Staff has negotiated a task order to the existing General Water, Wastewater and Reclaimed Utility Master Services Agreement with Baskerville-Donovan, Inc. for the surveying, engineering design, permitting and inspection services for this project. A copy is attached for reference. The total estimated fee for services including surveys and construction administration is $201,300. The design portion of this fee amount is based on standard engineering fee curves for the current estimated scope of work and associated cost. STAFF has reviewed the
proposal, finds the fee is in line with the scope of work, and
RECOMMENDS that the Council approve the engineering task and
accompanying Notice to Proceed form. If approved, the project should
be substantially complete and operational in approximately one year.
"BE IT RESOLVED that the appropriate officers of the City are
authorized but not required to execute and deliver on behalf of the City
that certain Task Order No. 1 to the City's Master Services Agreement
with Baskerville-Donovan, Inc., relating to the general water and sewer
and reclaimed utility engineering services, in a total amount not to
exceed $201,300, for professional surveying, engineering design,
permitting, and inspection services related to construction of a lift station
and force main to serve West Bay, in substantially the form attached and
presented to the Council today, draft dated November 6, 2014, 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."

VI

REGULAR AGENDA ITEMS - DISCUSSION/ACTION

<table>
<thead>
<tr>
<th>NO.</th>
<th>OFFICIAL</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GFO</td>
<td>BOYS &amp; GIRLS CLUB CIVIC ACHIEVEMENT AWARD.</td>
</tr>
<tr>
<td>2</td>
<td>GFO</td>
<td>INTRODUCTION OF NEW CIVIL SERVICE BOARD MEMBER, BILL MONTFORT.</td>
</tr>
<tr>
<td>3</td>
<td>GFO</td>
<td>FIRST RESPONDER HONOREE, PD LT. JAMEY WRIGHT.</td>
</tr>
<tr>
<td>4</td>
<td>MG</td>
<td>ORDINANCE 1314-R, AMENDING NOVEMBER AND DECEMBER REGULAR MEETING DATES, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
</tr>
<tr>
<td>5</td>
<td>ML</td>
<td>ORDINANCE 1317, VEHICLE SIGNS, 1ST READING.</td>
</tr>
<tr>
<td>6</td>
<td>MG</td>
<td>ORDINANCE 1322, SANDY BEACH SPECIAL EVENTS, 2ND READING, PUBLIC HEARING (CONTINUED) AND ADOPTION.</td>
</tr>
<tr>
<td>7</td>
<td>HJW</td>
<td>ORDINANCE 1323, FIREFIGHTERS' RETIREMENT PLAN ORDINANCE AMENDING MEMBER CONTRIBUTIONS, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
</tr>
<tr>
<td>8</td>
<td>ML</td>
<td>ORDINANCE 1324, AMENDING LDC NOTICE REQUIREMENTS, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
</tr>
<tr>
<td>9</td>
<td>ML</td>
<td>ORDINANCE 1326, 2014 CAPITAL IMPROVEMENTS SCHEDULE UPDATE, 1ST READING.</td>
</tr>
<tr>
<td>10</td>
<td>MG</td>
<td>RESOLUTION 15-15, BEACH CLUB HOTEL ASBESTOS ABATEMENT, DEMOLITION &amp; CLEARING OF PROPERTIES CONTACT.</td>
</tr>
<tr>
<td>11</td>
<td>MG</td>
<td>RESOLUTION 15-17, GULF POWER UNDERGROUND CONVERSION AGREEMENT, FRONT BEACH ROAD SEGMENT 2.</td>
</tr>
<tr>
<td>12</td>
<td>MG</td>
<td>RESOLUTION 15-18, DISSOLUTION OF SAFE KIDS SPECIAL REVENUE FUND &amp; BUDGET AMENDMENT #4, PUBLIC HEARING.</td>
</tr>
<tr>
<td>13</td>
<td>MG</td>
<td>RESOLUTION 15-19, LONG BEACH RESORT MANAGEMENT RIGHT-OF-WAY REAL ESTATE SALES CONTRACT, FRONT BEACH ROAD SEGMENT 2.</td>
</tr>
<tr>
<td>14</td>
<td>MG</td>
<td>RESOLUTION 15-20, EDGEWATER BEACH RESORT RIGHT-OF-WAY REAL ESTATE SALES CONTRACT, FRONT BEACH ROAD SEGMENT 2.</td>
</tr>
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<td>15</td>
<td>MG</td>
<td>RESOLUTION 15-21, TOTE HOLDINGS (TOMMY COOLEY) RIGHT-OF-WAY REAL ESTATE SALES CONTRACT, FRONT BEACH ROAD SEGMENT 2.</td>
</tr>
<tr>
<td>16</td>
<td>MG</td>
<td>CITY CLERK JOB DESCRIPTION-DISCUSSION/APPROVAL.</td>
</tr>
<tr>
<td>17</td>
<td>MG</td>
<td>POLICE NETWORK ENGINEER/FORENSIC INVESTIGATOR JOB DESCRIPTION-DISCUSSION/APPROVAL.</td>
</tr>
<tr>
<td>18</td>
<td>RR</td>
<td>BEACH BOULEVARD.</td>
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Action on this item is taken by both the City Council and the City of Panama City
Beach Community Redevelopment Agency, jointly and concurrently.

John Rechard
Rick Russell
Josie Strange
Keith Curry
Gayle Oberst

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

City Clerk
Date

John Rechard
Rick Russell
Josie Strange
Keith Curry
Gayle Oberst

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.

City Clerk
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.

E-mailed and/or Faxed to following interested parties on:

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

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

NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PC800.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, it is advised that a transcript of the proceedings, 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. 250.140S, FS 1994.
CONSENT AGENDA
ITEM #1,
ORDER 01-VA-15
CITY COUNCIL OF THE  
CITY OF PANAMA CITY BEACH  

IN RE: FRONT YARD SETBACK VARIANCE AND PARKING LOT LOCATION REQUESTS BY JASON OAKES, TO CONSTRUCT A GULF FRONT RESTAURANT TO BE LOCATED AT 15007 AND 15010 FRONT BEACH ROAD  

PARCEL NOS. 33771-000-000 AND 33829-000-000  

ZONING: CH (COMMERCIAL – HIGH INTENSITY); FBO-4 OVERLAY DISTRICT  

QUASI-JUDICIAL HEARING HELD OCTOBER 23, 2014  

No: 01-VA-15  

ORDER  

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having heard testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing in this matter held October 23, 2014, sets forth the following Procedural History, Findings of Fact and Conclusions of Law.  

PROCEDURAL HISTORY  

1. On August 19, 2014, Mr. Jason Oakes, acting as the agent and on behalf of Lawrence Family Enterprises, Ltd., the owner of the captioned property, applied for two Variance requests in order to construct a Gulf-front restaurant on Parcel Numbers 33771-000-000 and 33829-000-000 which are located at 15007 and 15010 Front Beach Road. The requests are: (1) to increase the applicable front yard setback requirement set forth in Table 4.02.02(A) of the City's Land Development Code from fourteen (14) feet on the easterly portion of the property and five (5) feet on the westerly portion of the property to permit a front
yard setback of approximately seventy-four (74) feet for the entire property; and (2) to permit the parking lot to be wholly located in front of the proposed restaurant, which is inconsistent with the requirements of Section 7.02.03.J.2 of the Land Development which requires on-site parking be located in the rear or side yard.

2. Staff properly and timely conducted a written report setting forth City's Staff's analysis of the Variance request and concluded that the request did not address the factors required to qualify for a variance under Section 9.03.03 of the City's Land Development Code (LDC), but that due to the small size of the lot and the adjoining development staff withheld objection to the requests.

3. On September 8, 2014, the Planning Board held a properly advertised Quasi-Judicial Hearing on the request and based upon competent, substantial evidence presented at the hearing denied the request for failure to satisfy all the criteria set forth in Section 9.03.03 of the LDC.

4. Pursuant to LDC Sec. 10.11.02.F, the Applicant timely requested a rehearing before the City Council.

5. On October 23, 2014, pursuant to LDC Sec. 10.17.00, the City Council held a properly advertised Quasi-Judicial Rehearing on the Request.

6. The City Council received testimony and exhibits from the Applicant and owners of adjacent property regarding the proposed development’s compatibility with the neighborhood.

7. Without objection, the record of the Planning Board's proceedings in this matter was introduced into evidence.

8. No public comment was received or considered by the Council.

**FINDINGS OF FACT**

9. Based on the un-contradicted testimony of the City Planner, notice of the October 23, 2014, hearing was properly given and all procedural requirements
met for the City Council to conduct the re hearing.

10. The City Planner testified under oath that the request contains insufficient detail to meet the definitive criteria of Section 9.03.03.

11. The Applicant presented competent, substantial evidence regarding the narrow dimensions of the lot specifically and the development of the area generally, and asserted that the variances would enable construction of a restaurant on the property which would be consistent with the existing neighborhood. The Applicant explained that the reason for the request was to favorably situate the entire restaurant with the gulf front view.

12. The Applicant’s evidence and argument emphasized that this sort of development was common on the beachside of Front Beach Road before the adoption of the LDC and suggested that that the two LDC form based requirements at issue in this case (Front Yard Set Back and Parking Location) are inconsistent with the legitimate benefit of maximizing the view of the gulf beach by occupants of gulf-front buildings, especially upon a small lot.

13. Owners of neighboring property in the neighborhood, and a professional planner, presented competent, substantial evidence regarding the incompatibility of the proposal with the redeveloping neighborhood and the stated purpose of the Front Beach Overlay District and the inability of the request to meet all of the Variance criteria set forth in LDC section 9.03.03.

14. Owners of neighboring property and a professional planner presented competent, substantial evidence in favor of the form based requirements at issue, emphasizing the benefit of view corridors and the fact that the lateral, street-front visibility of the proposed building will be greater if the Variance is denied.

15. The proposed variance is not necessary to preserve a substantial property right because, based on the un-contradicted testimony of the Applicant, the property can be developed as a restaurant under the existing regulations.

16. The subject lot is capable of being developed under the LDC as a restaurant compatible with the neighborhood.
CONCLUSIONS OF LAW

17. Pursuant to LDC Secs. 10.11.02.F and 10.17.00 the City Council has jurisdiction to conduct this Quasi-Judicial Rehearing.

18. The City Planner is qualified to express an opinion on the matters addressed herein related to the City’s Comprehensive Plan and Land Development Code.

19. Upon a Quasi-Judicial Rehearing of a Planning Board decision, the City Council is required to base its decision upon the record of Planning Board and such additional evidence as may be presented to the City Council during the hearing. See: LDC Sec 10.17.04.E.

20. In a City Council rehearing of a Planning Board decision, the party initially invoking the jurisdiction of the Planning Board bears the burden of proof. See: LDC Sec. 10.17.04.D. Here, that party is the Applicant.

21. The standards for Front Setbacks and Parking Location applicable within the Front Beach Road Overlay Districts (FBO) are modifiable by the City through the Variance process. See LDC Sec.7.02.03.Q.6 and Table 7.02.03.N.

22. When FBO Standards are modified through a Variance, the Applicant must not only demonstrate that the Variance criteria specified in LDC section 9.03.03 are met, but also must proffer an alternative which meets the purposes and intent of the FBO Districts as specified in LDC section 7.02.03(A).

23. The Applicant failed to demonstrate that the conditions expressed in Section 9.03.03(1-5) would be satisfied by the request and did not proffer an alternative which would meet the purposes and intent of the FBO Districts.

THEREFORE, it is ORDERED AND ADJUDGED that the decision of the Planning Board is AFFIRMED and the captioned Request is finally DENIED.

Parties with standing have the right to appeal this decision by certiorari to the Fourteenth Judicial Circuit Court within thirty (30) days of the date of this Order.

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

DONE this ___ day of ____________, 2014.

__________________________
MAYOR GAYLE F. OBERST

ATTEST:

__________________________
HOLLY J. WHITE, CITY CLERK
CONSENT AGENDA
ITEM #2,

PROCLAMATION
~Proclamation~
A PROCLAMATION DESIGNATING
DECEMBER 7, 2014
AS
“NATIONAL PEARL HARBOR REMEMBRANCE DAY”
IN PANAMA CITY BEACH

WHEREAS, seventy-three years ago, more than 2,400 Americans lost their lives in a surprise attack on Pearl Harbor. On National Pearl Harbor Remembrance Day, we think of those who died on December 7, 1941 and honor those who sacrificed in defense of our homeland and liberty during World War II; and

WHEREAS, on that peaceful Sunday morning, our Country suffered a vicious, unprovoked attack that changed the course of history. Though our Pacific Fleet was battered, broken and nearly destroyed, our citizens were inspired by the great acts of heroism from those who survived and from those who did not; and

WHEREAS, after the devastating attacks on Pearl Harbor, President Franklin D. Roosevelt declared, “We are going to win the war and we are going to win the peace that follows.” From this attack grew the steadfast resolve that has made America the defender of freedom around the world. In the 21st century, freedom is again under attack and young Americans have stepped forward to serve in a global war on terror that will secure our liberty and determine the destiny of millions around the world. These patriots are protecting our country and our way of life by upholding the tradition of honor, bravery, and integrity demonstrated by that generation that fought for our Nation in World War II; and

WHEREAS, like generations before, we will answer history’s call with confidence, confront threats to our way of life, and build a more peaceful world for our children and grandchildren. Today, as we defend our Nation’s ideals, we pay special tribute to those who lost their lives at Pearl Harbor, honor our veterans of World War II, and celebrate the liberty that makes America a lasting symbol of hope to the world;

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, proclaim December 7, 2014 as

“National Pearl Harbor Remembrance Day”

and encourage all Americans to observe this solemn occasion with appropriate ceremonies and activities. I urge everyone to fly the flag of our Nation at half staff this December 7th in honor of those who died as a result of their service at Pearl Harbor.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Thirteenth Day of November, in the Year of Our Lord Two Thousand Fourteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

ATTEST:
Holly J. White, City Clerk

CONSENT
AGENDA ITEM #
CONSENT AGENDA

ITEM #3,

RESOLUTION 15-16
RESOLUTION NO. 15-16

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO THE NEW YEAR’S EVE STREET PARTY EVENT; AUTHORIZING A BALL DROP; AUTHORIZING ROAD CLOSURES WITHIN PIER PARK ON DECEMBER 30-31, 2014 FOR THE EVENT’S STREET PARTY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the New Year’s Eve Street Party (the “Event”) is planned for December 31, 2014, and shall include the consumption of alcoholic beverages on City streets.

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

1. The City hereby authorizes a ball drop from the Pier Park Community Flagpole on December 31, 2014.

2. The City hereby authorizes the temporary closure of portions of certain streets within Pier Park for the New Year’s Eve Street Party, as follows:

   a. The traffic circle in front of the Grand Theater, including Pier Park Drive and LC Hilton drive, shall be closed to vehicular traffic beginning from 12:01 A.M. on December 29, 2014 until 6:00 A.M. on January 1, 2015, for the Event’s Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution; and

   b. Pier Park Drive from Sea Monkey Way to Longboard Way shall be closed to vehicular traffic beginning from 12:01 A.M. on December 30, 2014 until 6:00 A.M. on January 1, 2015, for the Event’s Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution; and

   c. Pier Park Drive from Longboard Way to Front Beach Road shall be closed to vehicular traffic beginning from 12:01 A.M. on December 31, 2014 until 6:00 A.M. on January 1, 2015, for the Event’s Street Party, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution.

3. This Resolution shall take effect immediately upon its passage.

PASSED IN SPECIAL SESSION THIS 13th DAY OF November, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk

CONSENT AGENDA ITEM # Resolution 15-16
New Year's Event
Street Closures

**STAGE I STREET CLOSURE**

**STAGE II STREET CLOSURE**

**STAGE III STREET CLOSURE**

---

**Pier Park Street Closure Key**

**Stage I** — Dec. 29th after midnight—(blocking access to traffic circle)

**STAGE II** — Dec. 30th at midnight—Closing down Pier Park Drive from Sea Monkey to Longboard Way

**Stage III** — Dec. 31st at 8:00am—Blocking off Pier Park drive from Longboard Way all the way to Front Beach Road.

- Barricades

**CONSENT AGENDA ITEM #2**
CONSENT AGENDA
ITEM #4,

RESOLUTION 15-22
RESOLUTION 15-22

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Beard Equipment Company, relating to the purchase of one (1) John Deere 5100E Tractor and one (1) HX15 Flex Wing Accessory, in the total amount of Sixty-Five Thousand One Hundred Fifty-Two Dollars and Twenty-Eight Cents ($65,152.28), 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 __________, 2014.

CITY OF PANAMA CITY BEACH

By: ________________________
    Gayle F. Oberst, Mayor

ATTEST:

__________________________
Holly J. White, City Clerk
Memorandum
CITY OF PANAMA CITY BEACH

To: Mario Gisbert
City Manager

From: Paul Casto
Public Works Director

Cc: Holly White

Date: November 4, 2014

Subject: 5100E John Deere Tractor with HX15 Flex Wing Accessory

Staff solicited bids for the purchase of one (1) 2014 John Deere 5100E Tractor and HX15 Flex Wing Accessory. One (1) bid was received from Beard Equipment Company in the amount of $65,152.28. Bid Tab is attached.

Staff recommends that the Council authorize the City Manager to purchase one (1) John Deere 5100E Tractor with Flex Wing accessory from Beard Equipment Company in the amount of $65,152.28. Staff allocated funds in the FY 2014-2015 budget to purchase this tractor for our Street Department Crew.
<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>TOTAL</th>
<th>TRACTOR $'S</th>
<th>HX 15 $'S</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beard Equipment</td>
<td>$65,152.28</td>
<td>$49,011.40</td>
<td>$16,140.88</td>
<td></td>
</tr>
<tr>
<td>4625 N. Highway 231</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panama City, FL 32404</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BID PROPOSAL

TO: City of Panama City Beach, Florida SUBMITTED: Nov 4th, 2014.

ONE (1) 2014 JOHN DEERE 5100 E TRACTOR OR EQUAL VALUE TRACTOR AND ONE (1) 2014 HX15 ACCESSORY

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum prices listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery. The Bidder further proposes and agrees hereby to supply all specified equipment within 8 consecutive weeks from approval of shop drawings.

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

ADDENDUM ACKNOWLEDGMENT:

I, the undersigned bidder, hereby acknowledge receipt of the following

addenda: ADDENDUM NO. _____ ADDENDUM NO. ________________

LUMP SUM BID PRICE:

1. Lump sum price for furnishing One (1) John Deere 5100 E or OF Equal Value Tractor, in accordance with the contract Specifications:

   $49,011.40

2. Lump sum price for furnishing One (1) 2014 HX15 Accessory, in accordance with the contract Specifications:

   $16,140.88

Total (1 & 2) $65,152.28
Specify Manufacturer & Model: John Deere S100E
Specify terms of any deposit: 
Specify Manufacturer & Model: John Deere HX15
Specify terms of any deposit: 

Beard Equipment Co. (SUPPLIER)
BY: Johnny Stone

TITLE: Sales Rep.
ADDRESS: 4625 Hwy 231 N STREET
Panama City Fli CITY STATE

CONSENT AGENDA ITEM #
CONSENT AGENDA
ITEM #5,

RESOLUTION 15-23
RESOLUTION 15-23

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Attack One Fire Management Services, Inc., relating to prescribed fire services in the Conservation Park, in an amount not to exceed Eighty-Five Thousand Dollars ($85,000), 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, 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 ___13___ day of __November__, 2014.

CITY OF PANAMA CITY BEACH

By: ____________________________________________
    Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk
Memorandum

To: Mario Gisbert
CC: Paul Casto, Holly White
From: Al Shortt
Date: November 5, 2014
Subject: Bids – Conservation Park Prescribed Fire Services

Since the completion of the City’s wastewater effluent-to-wetlands project and the formation of Conservation Park in 2011, staff has been working to implement a site management plan and continue mitigation work required by the FDEP for impacts to wetlands. The objective of the plan is to restore the mosaic of natural communities within the park to mimic historic habitats that existed prior to the recent silviculture (tree farming) use. The plan calls for prescribed burns to reduce dense understory brush, improve habitat for wildlife and to provide improved conditions for longleaf pine, native grasses and wildflowers to return. Burns are to be performed annually, with various tracts within the park burned at approximately three year intervals. In 2012, the City contracted for the initial two years of services and a new two year contract is needed to continue the effort. Attachments to this memorandum shows park areas scheduled for prescribed fire over the next two years.

A prescribed fire services bid document was prepared by the City’s consultant, Tetra Tech, Inc., covering the next two years of services. The base bid includes unit prices for services based on a per-acre price and hourly personnel/equipment rates for additional work beyond that included in the per-acre rates. The work was publically advertised and two bids were submitted by the deadline. A copy of the bid tabulation is attached for your review. The low base bid was submitted by Attack One Fire Management Services, Inc. in the estimated amount of $58,443.53 for the per-acre rate portion of the project. The final cost can change based on actual acreage burned since some fires will be expected to carry into wetlands. Fire carryover is desirable under the right weather conditions and final acreage burn payments will be determined for each section as it is completed. Since the additional costs for hourly rate component of work can be significant over the term of the agreement, an allowance for that component of the agreement must be included. In addition, the unit costs are provided in the event services are needed to cut fire breaks and prepare tracts for a safe burn, or for wildfire suppression.
Staff has reviewed the bids and recommends the City Council award the work to Attack One Fire Management Services, Inc. based on the per acre bid amounts, with an additional approximately $25,000 in funds for providing as-needed additional work based on contract unit prices. Staff concurs and recommends approval for a total not-to-exceed contract amount of $85,000 for the two year term.
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>2014/15 Dormant Season</th>
<th>2015 Growing Season</th>
<th>2015/16 Dormant Season</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attack-One Fire Management Services, Inc.</td>
<td>24 Rainbow Drive Crawfordville, FL 32327</td>
<td>$36.34</td>
<td>$42.58</td>
<td>$36.59</td>
<td>$58,443.53</td>
</tr>
<tr>
<td>B &amp; B Dugger</td>
<td>C/O Amazing Mall Solutions 2671 Crawfordville Hwy Crawfordville, FL 32327</td>
<td>$55.00</td>
<td>$55.00</td>
<td>$55.00</td>
<td>$84,755.00</td>
</tr>
</tbody>
</table>
LEGEND

FUTURE YEARS BURN PLAN

- 2014/2015 DORMANT SEASON BURN AREAS

- BURN AREA LABEL

- PARK BOUNDARY

- PARK TRAILS

- WOODEN BOARDWALKS
SECTION 9 - AGREEMENT

THIS Agreement is made this __________ day of ________________, 2014 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "Owner") and ATTACK ONE FIRE MANAGEMENT SERVICES, INC. doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of, 24 Rainbow Drive, Crawfordville, Florida 32327 (hereinafter called "Contractor") , for the performance of the Work (as that term is defined below) of PRESCRIBED FIRE MANAGEMENT SERVICES - PANAMA CITY BEACH, FLORIDA ("Project"), to be located at Panama City Beach, Florida, in accordance with the Contract Documents prepared by Tetra Tech, Inc., the Engineer of Record (hereinafter called "Engineer") and all other related attachments and items referenced in the Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

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

The Owner reserves the right to eliminate from time to time one or more portions of the Work upon no less than thirty (30) days written notice to the Contractor in the event that the Water Management District, or another governmental or educational agency, agrees to undertake such a portion for the Owner.

2. The Contractor hereby agrees to commence and complete the Work under the Contract Documents for the 2014/15 dormant season, 2015 growing season and the 2015/16 dormant season burn areas, respectively, within the times specified therefore in the Contract Documents (the "Contract Time").

3. The Contractor agrees to pay the Owner, as liquidated damages, the sum of $100 for each calendar day that expires after the Contract Time for Substantial Completion or Final Completion.

4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the amounts as shown in the

Page 1
Bid Schedule, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

The final contract amount will be subject to adjustments based on allowances and bid items based on their respective unit prices in bid form and actual in-place unit quantities for those listed below.

**TOTAL NOT-TO-EXCEED CONTRACT VALUE IS $85,000.00, INCLUSIVE OF ALL SERVICES USING PER ACRE RATES AND HOURLY RATES (TABLES 1 & 2).**

**ACRE RATES:**

Acre rates include all pre-burn planning, fireline preparation, ignition and stand-by time, mop-up and monitoring time as well as all other labor, materials, equipment, tools, transportation (personnel), equipment mobilization, and supplies required to complete the work. Unit prices are provided to compensate for carryover into adjacent wetlands, when conditions warrant a planned carryover.

<table>
<thead>
<tr>
<th>Area*</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014/15 Dormant Season</td>
<td>536</td>
<td>Ac</td>
<td>$36.34</td>
<td>$19,478.24</td>
</tr>
<tr>
<td>2015 Growing Season</td>
<td>366</td>
<td>Ac</td>
<td>$42.58</td>
<td>$15,584.28</td>
</tr>
<tr>
<td>2015/16 Dormant Season</td>
<td>639</td>
<td>Ac</td>
<td>$36.59</td>
<td>$23,381.01</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$58,443.53</strong></td>
</tr>
</tbody>
</table>

**HOURLY RATES:**

Payments based on hourly personnel and equipment rates can be applied to all tract types. Hourly rates can also be applied to the following situations and tasks: long-term mop-up, monitoring, or re-burn situations, wildfire suppression, and fireline maintenance (annual), establishment and rehabilitation services. In general, hourly rates can be applied to tracts that need extra time and attention to better meet prescribed burn goals and objectives or to areas that have special safety concerns.
Table 1 Personnel/Mobilization Rates:
Hourly rates for personnel and mobilization.

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>$30.00/hour</td>
</tr>
<tr>
<td>Burn Technician</td>
<td>$40.00/hour</td>
</tr>
<tr>
<td>Burn Manager</td>
<td>$70.00/hour</td>
</tr>
<tr>
<td>GIS Professional</td>
<td>$70.00/hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$70.00/hour</td>
</tr>
<tr>
<td>ONE WAY MOBILIZATION RATE</td>
<td>$300.00/hour</td>
</tr>
</tbody>
</table>
Table 2 Equipment Rates:

All rates include operator (except ATV’s) and fuel.

<table>
<thead>
<tr>
<th>EQUIPMENT LIST</th>
<th>EQUIPMENT DESCRIPTION (type, model, etc.)</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 6 Engine (300 Gal)</td>
<td>2008 Dodge 5500 4x4</td>
<td>$100.00/hour</td>
</tr>
<tr>
<td>Type 6 Engine (300 Gal)</td>
<td>2008 Dodge 5500 4x4</td>
<td>$100.00/hour</td>
</tr>
<tr>
<td>Type 6 Engine (250 Gal)</td>
<td>2004 Ford F350 4x4</td>
<td>$100.00/hour</td>
</tr>
<tr>
<td>Type 6 Engine (200 Gal)</td>
<td>1999 GMC 3500 4x4</td>
<td>$100.00/hour</td>
</tr>
<tr>
<td>Dozer w. Enclosed Cab w/winch &amp; 35 gallon water tank</td>
<td>2006 John Deere 650 J LGP</td>
<td>$130.00/hour</td>
</tr>
<tr>
<td>Fireline Harrow</td>
<td>Mathis 2 gang 16 disc harrow</td>
<td>$10.00/hour</td>
</tr>
<tr>
<td>Fireline Plow</td>
<td>Fesco 2 Disc Pull Type Plow</td>
<td>$10.00/hour</td>
</tr>
<tr>
<td>Enclosed cab tractor w/80 gallon water tank &amp; 16 gallon power torch</td>
<td>2007 Massey Ferguson 5445 4x4 Tractor</td>
<td>$100.00/hour</td>
</tr>
<tr>
<td>400 gallon pull type water trailer w/150 psi pump and hose</td>
<td>Custom Built Unit</td>
<td>$25.00/hour</td>
</tr>
<tr>
<td>UTV w/80 gallon water tank, pump &amp; hose</td>
<td>2004 Polaris Ranger 4x4</td>
<td>$30.00/hour</td>
</tr>
<tr>
<td>UTV w/80 gallon water tank, pump &amp; hose</td>
<td>1999 Polaris Ranger 6x6</td>
<td>$30.00/hour</td>
</tr>
<tr>
<td>Gyrotac Mulcher</td>
<td>Gt-25 Gyrotac (250 Hp)</td>
<td>$250.00/hour</td>
</tr>
<tr>
<td>Gyrotac Mulcher</td>
<td>Gt-18 XP LF Gyrotac (225 Hp)</td>
<td>$225.00/hour</td>
</tr>
<tr>
<td>Gyrotac Mulcher</td>
<td>GT-18 XP SF Gyrotac (225 Hp)</td>
<td>$225.00/hour</td>
</tr>
<tr>
<td>Gyrotac Mulcher</td>
<td>Gt-13 XP Gyrotac (130 Hp)</td>
<td>$175.00/hour</td>
</tr>
<tr>
<td>Gyrotac Mulcher</td>
<td>Gt-10 XP Gyrotac (100 Hp)</td>
<td>$150.00/hour</td>
</tr>
<tr>
<td>Side Arm Mower</td>
<td>Hardee 21' Boom Mower</td>
<td>$105.00/hour</td>
</tr>
<tr>
<td>Marsh Master</td>
<td>MM1 Marsh Master</td>
<td>$125.00/hour</td>
</tr>
<tr>
<td>ATV w/power torch</td>
<td>Polaris Sportsman 500 4x4</td>
<td>$30.00/hour</td>
</tr>
<tr>
<td>ATV w/power torch</td>
<td>Polaris Sportsman 400 4x4</td>
<td>$30.00/hour</td>
</tr>
<tr>
<td>ATV w/ power torch</td>
<td>Kawasaki Prairie 330</td>
<td>$30.00/hour</td>
</tr>
</tbody>
</table>
### Equipment List

<table>
<thead>
<tr>
<th>Equipment List</th>
<th>Equipment Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATV for support</td>
<td>Kawasaki Bayou 220</td>
<td>$30.00/hour</td>
</tr>
<tr>
<td>ATV for support</td>
<td>Polaris Sportsman 600 4x4</td>
<td>$30.00/hour</td>
</tr>
<tr>
<td>Portable water tank</td>
<td>SEI Pumpkin Tank (2500 Gal)</td>
<td>$40.00/hour</td>
</tr>
<tr>
<td>Pump for Pumpkin</td>
<td>Mark III High Pressure Pump</td>
<td>$40.00/hour</td>
</tr>
<tr>
<td>Flare Gun</td>
<td>Firequick II Flare Launcher</td>
<td>$40.00/hour</td>
</tr>
<tr>
<td>Dragon Egg Launchers</td>
<td>HS Pyroshot</td>
<td>$40.00/hour</td>
</tr>
</tbody>
</table>

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

- **Section 1**: INTRODUCTION
- **Section 2**: PROPOSED SCHEDULE
- **Section 3**: INSTRUCTIONS TO BIDDERS
- **Section 4**: KEY POINTS
- **Section 5**: SCOPE OF WORK
- **Section 6**: BID PROPOSAL FORMS
- **Section 7**: STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- **Section 8**: PUBLIC ENTITY CRIMES STATEMENT

**Appendix A**: CITY OF PANAMA CITY BEACH PRESCRIBED FIRE STANDARDS

**Appendix B**: CITY OF PANAMA CITY BEACH FIRELINE STANDARDS

SPECIFICATIONS prepared or issued by Tetra Tech, Inc., dated November 2014.

**ADDENDA**
- No. ____., dated _____________, 20___
- No. ____., dated _____________, 20___
- No. ____., dated _____________, 20___
- No. ____., dated _____________, 20___

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the Agreement".
6. The Owner will pay the Contract Price to the Contractor in the manner and at such times as set forth in Contract Documents.

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

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

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

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

   If to Contractor:

   ______________________________
   ______________________________
   ______________________________
   ______________________________

   ATTENTION: ____________________
   Fax No.: ______________________

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

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

11. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
12. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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

14. For this Project, Owner has designated a Project Representative to assist Owner with respect to the administration of this Agreement. The Project Representative to be utilized by Owner for this Project shall be Albert E. Shortt, P.E..

15. Contractor acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the Owner, Project Representative, or Engineer may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of Owner or anyone for whom Owner is liable, and such delays have a cumulative total of more than 90 calendar days, Contractor may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 0080 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall Owner be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

16. INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance on policies and with insurers acceptable to Owner. Current Insurance Service Office
(ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the Contractor. The insurance coverages and limits required of Contractor under this Agreement are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

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

The Contractor's deductibles/self-insured retention's shall be disclosed to Owner and are subject to Owner's approval. They may be reduced or eliminated at the option of Owner. The Contractor is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than $25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless Payment on Behalf of Owner, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

| Limit Each Accident | $1,000,000 |
| Limit Disease Aggregate | $1,000,000 |
| Limit Disease Each Employee | $1,000,000 |

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

The Contractor shall provide to Owner an Affidavit of its executive officer or principle stating that it qualifies as an independent contractor under the standards set forth in Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

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

<table>
<thead>
<tr>
<th>Bodily Injury, Property Damage &amp; Personal Injury Liability</th>
<th>$1,000,000 Combined Single Limit Each Occurrence, and</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,000,000 Aggregate Limit</td>
</tr>
</tbody>
</table>

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor’s owned, non-owned, leased, rented or hired vehicles with limits not less than:

| Bodily Injury & Property Damage | $1,000,000 Combined Single Limit Each Accident |

EXCESS OR UMBRELLA LIABILITY COVERAGE

Contractor shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers’ Liability Coverages with no gaps in continuity of coverages or limits with Owner added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $1,000,000, each occurrence and
aggregate as required by Owner.

**PROPERTY INSURANCE COVERAGE** (Applies to Control Building and Walled Service/Storage Yard only)

"The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Price for Control Building and Walled Service/Storage Yard, plus value of subsequent Change Orders and/or Construction Change Directives and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents or until no person or entity other than the Owner has an insurable interest in the property required by this section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer’s and Contractor’s services and expenses required as a result of such insured loss.

If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described herein, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

Any deductibles shall be disclosed to Owner and are subject to Owner’s prior review and approval. If the Owner approves any such deductibles, the Contractor shall pay costs not covered because of such deductibles to the extent the casualty event was caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, otherwise Owner shall pay such costs.

This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall include such insurance, and the cost thereof shall be paid for by the Owner. Unless expressly requested by Owner in advance and in writing, if the Contractor procures insurance for risks other than those described herein or other special causes of loss are included in the property insurance policy, the cost thereof shall be borne solely by the Contractor."
Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverage's required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 10 days' prior written notice has been given to the Owner.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this section, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Engineer, Engineer's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. A loss insured under the property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in accordance with the dispute resolution procedures set forth in the Contract Documents.

**ADDITIONAL INSURANCE**

The Owner requires the following additional types of insurance:
Commercial General Liability Increased General Aggregate Limit. Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided for all projects, a separate aggregate limit of $2,000,000 is required by the Owner for this Agreement and project.

**INDEMNITY:**
The Contractor shall defend, indemnify and hold the Owner harmless from all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting from or arising out of the agreement or work to be performed, unless such claims are a result of the Owner's sole negligence. The Contractor agrees to pay on
behalf of the Owner, and to pay the cost of the Owner's legal defense, for all claims described above. Such payment on behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy. The Contractor agrees to accept, and acknowledges as adequate remuneration, the consideration of $10 and the Owner's reliance upon these covenants, for agreeing to defend, indemnify, hold harmless and insure the Owner as required.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)  
OWNER:  
CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:  
BY:___________________________

__________________________  
NAME: Mario Gisbert

City Clerk  
City Manager

City Attorney (as to form only)

ATTEST:  
BY:___________________________

__________________________  
NAME:___________________________

(Please Type)

NAME:___________________________

(Please Type)

ADDRESS:___________________________
CONSENT AGENDA

ITEM #6,

RESOLUTION 15-24
RESOLUTION 15-24

BE IT RESOLVED that the appropriate Officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Superior Forestry Services, Inc., relating to the hand planting of 61,920 containerized longleaf pine seedlings and 49,014 containerized wiregrass seedlings necessary to accomplish the second phase of site restoration at the Conservation Park, in a total amount not to exceed Twenty-Nine Thousand Dollars ($29,000), in substantially the form attached and presented to the Council today, draft dated November 6, 2014, 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 __13__ day of __November__, 2014.

CITY OF PANAMA CITY BEACH

By __________________________
GAYLE F. OBERST, MAYOR

ATTEST:

______________________________
HOLLY J. WHITE, CITY CLERK
Memorandum

To: Mario Gisbert

CC: Paul Casto, Jim Ponek, Holly White

From: Al Shortt

Date: November 6, 2014

Subject: Bids – Conservation Park Longleaf/Wiregrass Seedling Planting Contract

For the past 3 years, staff has been working to implement the site management plan for Conservation Park. The City has entered into contracts with companies to harvest most of the planted slash pine and to conduct prescribed burns in preparation for replanting longleaf pine and wiregrass. The first 83,000 longleaf seedlings were planted at the park in early 2012. In February of this year, the City Council authorized staff to contract with the state Division of Forestry nursery to grow 63,000 longleaf pine seedlings and 50,000 wiregrass seedlings for delivery in January 2015. The City now requires the services of a specialized contractor to hand plant those seedlings within a short period of time after delivery.

A tree planting bid document was prepared by the City’s consultant, Tetra Tech, Inc. The bid includes requested proposals based on a per-acre unit price assuming either 258 longleaf seedlings or 2,723 wiregrass seedlings per acre in the areas shown on the attached exhibits. The work was publicly advertised and bid packages were also sent electronically to at least eight companies known to perform the requested work. Only one bid was submitted by the deadline. A copy of the bid tabulation is attached for your review. The sole bid was submitted by Superior Forestry Services, Inc. in the amount of $288.00 per 1,000 seedlings for hand planting longleaf pine and $219.00 per 1,000 seedlings for hand planting wiregrass. Attached is a draft agreement between the City and with Superior, with a not to exceed total cost of $29,000.00 at the bid unit price. Staff recommends council approval and authorization to contract with Superior Forestry Services for the work. They were the contractor for the initial 2012 seedling planting effort.
**LONGLEAF/WIREGRASS SEEDLING PLANTING-PANAMA CITY BEACH**

**BID OPENING**

**NOVEMBER 4, 2014 - 2:00 P.M.**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>DRUG FREE</th>
<th>PUBLIC ENTITY</th>
<th>UNIT PRICE PER 1,000 SEEDLINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>John W. Foley</td>
<td>36462 Hwy 27/Tilly, AR 72679</td>
<td></td>
<td></td>
<td>Longleaf $288.00 Wiregrass $219.00</td>
</tr>
</tbody>
</table>
LEGEND - LONGLEAF PINE SEEDLINGS PLANTING

- 2013 PLANTING AREAS
- LONG LEAF PINE SEEDLINGS
  @ 31 x 7 (254 TPA)
- PARKBOUNDARY
- PARKTRAILS
- WOODEN BOARDS/WALLS

NOTE: THIS CITY RESERVES THE RIGHT TO DISTRIBUTE REMAINING SEEDLINGS WITHIN ANY AREAS WITHIN THAT YEAR'S PLANTING AREA AT NO ADDITIONAL COST. FOR EXAMPLE, IF THE CONTRACT IS TO PLANT 100,000 SEEDLINGS AND 90,000 ARE ACCOUNTED FOR BASED ON THE NOTED PLANTING DENSITY, THE REMAINING 10,000 SEEDLINGS SHALL BE PLANTED AS DIRECTED BY THE CITY AT NO ADDITIONAL COST.

PLANTING SUB AREAS

2013

F 4 ACRES
G 11 ACRES
H 6 ACRES
I 5 ACRES
J 13 ACRES
K 16 ACRES

TOTAL 246 ACRES

61,970 TOTAL SEEDLINGS REQUIRED
LEGEND - WIREGRASS SEEDLINGS PLANTING

- 2013 PLANTING AREAS
- WIREGRASS SEEDLING 1 ACRE "PLUS" 4' X 6' SPACING (24 PER ACRE)
- TOTAL ACRES = 49,014 SEEDLINGS

- PARK BOUNDARY
- PARK TRAILS
- WOODEN BOARDWALKS

NOTE: THE CITY RESERVES THE RIGHT TO DISTRIBUTE REMAINING SEEDLINGS WITHIN ANY AREAS WITHIN THE PARK AT NO ADDITIONAL COST. FOR EXAMPLE, IF THE CONTRACT IS TO PLANT 10,000 SEEDLINGS AND 9,000 ARE ACCOUNTED FOR BASED ON THE NOTED PLANTING DENSITY, THE REMAINING 1,000 SEEDLINGS SHALL BE PLANTED AS DIRECTED BY THE CITY AT NO ADDITIONAL COST.
SECTION 9 - AGREEMENT

THIS Agreement is made this _____ day of __________________, 2014 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "Owner") and SUPERIOR FORESTRY SERVICES, INC. doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 36462 Highway 27, Tilly, Arkansas 72679 (hereinafter called "Contractor"), for the performance of the Work (as that terms is defined below) of LONGLEAF/ WIREGRASS SEEDLING PLANTING SERVICES - PANAMA CITY BEACH, FLORIDA ("Project"), to be located at Panama City Beach, Florida, in accordance with the Contract Documents prepared by Tetra Tech, Inc., the Engineer of Record (hereinafter called "Engineer") and all other related attachments and items referenced in the Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

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

2. The Contractor hereby agrees to commence and complete the Work under the Contract Documents for the 2015 Planting Areas within the time specified for each planting in the Contract Documents (the "Contract Time").

3. The Contractor agrees to pay the Owner, as liquidated damages, the sum of $100 for each calendar day that expires after the Contract Time.

4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the amounts shown in the Price Sheet, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

The final contract amount will be subject to adjustments based on allowances and bid items based on their respective unit prices in bid form and actual in-place unit quantities for those listed below.
Personnel and Equipment: include all potential foremen and all equipment, including primary movers and planting implements; include details of any specialized implement that may be used during the course of the contract. All personnel and equipment listed will be considered for turn-key services.

Unit Price Sheet:

Total Acreage is shown on attached Figures 1 and 2.

Estimated Seedlings to be planted:

<table>
<thead>
<tr>
<th>Planting Type</th>
<th>Species &amp; Medium</th>
<th>Quantity</th>
<th>Cost per 1,000</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hand Plant</td>
<td>Containerized Longleaf Pine</td>
<td>61,920</td>
<td>$288.00</td>
<td>$17,832.96</td>
</tr>
<tr>
<td>Hand Plant</td>
<td>Containerized Wiregrass</td>
<td>49,014</td>
<td>$219.00</td>
<td>$10,734.07</td>
</tr>
</tbody>
</table>

Total: $28,567.03

Total Not-To-Exceed Contract Value is $29,000.00, payable at unit pricing above.

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 1 INTRODUCTION
Section 2 PROPOSED SCHEDULE
Section 3 INSTRUCTIONS TO BIDDERS
Section 4 KEY POINTS
Section 5 SCOPE OF WORK
Section 6 PROPOSAL RESPONSE FORMS
Section 7 STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 8 PUBLIC ENTITY CRIMES STATEMENT

SPECIFICATIONS prepared or issued by Tetra Tech, Inc. dated November 2014.

ADDENDA
No. ____, dated ________________, 20__
No. ____, dated ________________, 20__

Page 2
No. ____, dated _______________, 20__
No. ____, dated _______________, 20__

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

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

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

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

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

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

If to Contractor:
Superior Forestry Services, Inc.
36462 Highway 27
Tilly, Arkansas 72679
ATTENTION: John Foley
Fax No.: 870-496-2388

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

10. The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
11. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

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

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

14. For this Project, Owner has designated a Project Representative to assist Owner with respect to the administration of this Agreement. The Project Representative to be utilized by Owner for this Project shall be Michael Barnett, Tetra Tech, Inc. 61 St. Joseph Street, Suite 550, Mobile, Alabama 36602.

15. Contractor acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the Owner, Project Representative, or Engineer may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of Owner or anyone for whom Owner is liable, and such delays have a cumulative total of more than 90 calendar days, Contractor may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 0080 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall Owner be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special,
indirect, incidental, or consequential damages of any kind or nature whatsoever.

16. INSURANCE - BASIC COVERAGEs REQUIRED

The Contractor shall procure and maintain the following described insurance on policies and with insurers acceptable to Owner. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the Contractor. The insurance coverages and limits required of Contractor under this Agreement are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

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

The Contractor's deductibles/self-insured retention's shall be disclosed to Owner and are subject to Owner's approval. They may be reduced or eliminated at the option of Owner. The Contractor is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than $25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of Owner, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

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

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

The Contractor shall provide to Owner an Affidavit of its executive officer or principle stating that it qualifies as an independent contractor under the standards set forth in Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

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

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury, Property Damage &amp; Personal Injury Liability</td>
<td>$1,000,000 Combined Single Limit Each Occurrence, and $2,000,000 Aggregate Limit</td>
</tr>
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The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following Owner’s final acceptance of the project.

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor’s owned, non-owned, leased, rented or hired vehicles with limits not less than:

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<tbody>
<tr>
<td>Bodily Injury &amp; Property Damage</td>
<td>$1,000,000 Combined Single Limit Each Accident</td>
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EXCESS OR UMBRELLA LIABILITY COVERAGE

Contractor shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with Owner added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $1,000,000, each occurrence and aggregate as required by Owner.

PROPERTY INSURANCE COVERAGE (Applies to Control Building and Walled Service/Storage Yard only)

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Price for Control Building and Walled Service/Storage Yard, plus value of subsequent Change Orders and/or Construction Change Directives and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents or until no person or entity other than the Owner has an insurable interest in the property required by this section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described herein, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

Any deductibles shall be disclosed to Owner and are subject to Owner's prior review and approval. If the Owner approves any such deductibles, the Contractor shall pay costs not covered because of such deductibles to the extent the casualty event was caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, otherwise Owner shall pay such costs.
This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall include such insurance, and the cost thereof shall be paid for by the Owner. Unless expressly requested by Owner in advance and in writing, if the Contractor procures insurance for risks other than those described herein or other special causes of loss are included in the property insurance policy, the cost thereof shall be borne solely by the Contractor.

Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverage’s required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 10 days’ prior written notice has been given to the Owner.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer’s consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this section, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Engineer, Engineer’s consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner’s exercise of this power; if such objection is made, the dispute shall be resolved in accordance with the dispute resolution procedures set forth in the
Contract Documents.

ADDITIONAL INSURANCE
The Owner requires the following additional types of insurance: Commercial General Liability Increased General Aggregate Limit. Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided for all projects, a separate aggregate limit of $2,000,000 is required by the Owner for this Agreement and project.

INDEMNITY:
The Contractor shall defend, indemnify and hold the Owner harmless from all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting from or arising out of the agreement or work to be performed, unless such claims are a result of the Owner’s sole negligence. The Contractor agrees to pay on behalf of the Owner, and to pay the cost of the Owner’s legal defense, for all claims described above. Such payment on behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner’s exclusive remedy. The Contractor agrees to accept, and acknowledges as adequate remuneration, the consideration of $10 and the Owner’s reliance upon these covenants, for agreeing to defend, indemnify, hold harmless and insure the Owner as required.

THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:
CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:
________________________
City Clerk

BY: ______________________
NAME: ____________________
TITLE: ____________________

(Please type)

City Attorney (as to form only)

CONTRACTOR:

ATTEST:
________________________
NAME: ____________________
(Please Type)

NAME ____________________
(Please Type)

ADDRESS: __________________
CONSENT AGENDA

ITEM #7,

RESOLUTION 15-25
RESOLUTION 15-25

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order No. 1 to the April 8, 2014 Master Services Agreement between the City and Baskerville-Donovan, Inc., in a total amount of One Hundred Eighty-Nine Thousand Eight Hundred Dollars ($189,800), for the engineering design, permitting and inspection services related to Edgewater Lift Station No. 9 Replacement, in substantially the form attached and presented to the Council today, draft dated November 6, 2014, 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 13 day of November, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
Memorandum

To: Mario Gisbert

CC: Paul Casto, Holly White, John Alaghemand

From: Al Shortt

Date: November 6, 2014

Subject: Engineering Services – Edgewater Lift Station #9 Replacement

Wastewater Lift Station #9, located in the parking area south of Front Beach Road and just east of the Edgewater condominiums, is one of four master lift stations that collect and re-pump raw wastewater from large areas of the City utility service area. Approximately 20% of the total sewer flow to the City wastewater treatment plant passes through this station and its reliable performance is critical to the utility system operation. The station is nearly 22 years old, and most components have reached the end of their service life. It is also located in the area being re-developed under the CRA Segment 2 Front Beach Road Project.

Staff has budgeted the replacement costs and negotiated an additional task order to the existing wastewater master services agreement with Baskerville-Donovan, Inc. for the engineering design, permitting and inspection services on this project. A copy is attached for your reference. The total fee for services is $189,800.00. Staff has reviewed the proposal and finds the requested fee to be in line with the work effort. Staff further recommends that the City Council approve the engineering task and authorize the City Manager to execute the attached notice to proceed. The total estimated construction cost of this project is approximately $1,500,000 and 85% of the costs will be paid with existing cash reserves, with the balance from existing sewer impact fees. Work will be coordinated with the CRA roadway project and staff estimates it will take approximately 16 months to complete planning, design, permitting and construction.
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 1

DATE: November 6, 2014

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND BASKERVILLE-DONOVAN, INC. RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES dated April 8, 2014, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Edgewater Lift Station No. 9 Replacement.

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

_____ a stipulated sum of ____________; or

__X__ a stipulated sum of $180,800 plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee.

Allowance of $ 5,000 for Geotechnical Engineering Services, and

Allowance of $ 4,000 for Permitting Services; or

_____ a fee determined on a time-involved basis with a maximum cost of $______________.

Work shall begin on ________________, 2014, and shall be completed within 480 days. The date of completion of all work is therefore ______________, 201__. Liquidated delay damages, if any, are set at the rate of $0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

____________________________________

BASKERVILLE-DONOVAN, INC.

By: __________________________ Date:

Its:

CITY OF PANAMA CITY BEACH, FLA.

By: __________________________ Date:

City Manager

CONSENT
AGENDA ITEM #
BACKGROUND

Lift Station No. 9 is a primary conveyance node within the City’s transmission system to transfer wastewater generated from the Edgewater area of the beaches area to the City’s wastewater treatment facility. Existing configuration specifics of this station are a precast wetwell fitted with three submersible style pumps rated at 2,050 gallons per minute at 127 feet total dynamic head and was constructed in 1993. An existing, original station is also present and serves as a backup.

I. SCOPE OF SERVICES

The scope of services for this project includes final design, preparation of construction contract documents, assistance in obtaining regulatory agency approvals, bidding, construction and start-up services anticipated for the replacement of Lift Station No. 9.

TASK SERIES 100 – PRELIMINARY DATA COLLECTION AND REVIEW

Task 110 – PRELIMINARY DATA COLLECTION, REVIEW AND CONCEPTUAL DESIGN

Task includes review of the existing record drawings for the pumping stations and City-provided survey, site visit by mechanical, structural and electrical engineers for obtaining equipment model information and general particulars of the installation. A conceptual site plan indicating the horizontal location of the proposed major structures will be prepared and submitted for concurrence. Preliminary design flow and system head conditions shall be provided by the City and are conceptually approximately 4.5 MGD (3,125 gpm) peak hourly flow and 1.62 MGD (1,125 gpm) average daily flow.

Deliverables: Three (3) copies each of a confirmation statement of the work required in a letter report format and the proposed site plan.

TASK SERIES 200 - FINAL DESIGN AND BIDDING SERVICES

Following concurrence on the site plan, this Task includes analysis and design activities needed to determine the following tasks.

1. Demolition plan development with salvage schedule.
2. Modification of the influent sewer and discharge piping coordinated with the City's other consultants on the Front Beach Road Segment II community redevelopment agency program.

3. Construction of a new, rectangular wetwell structure with influent screening basket and all associated discharge piping.

4. Electrical system upgrades (including new self-contained standby power generator and double walled fuel storage tank) to support the new pumping units including variable frequency drives all in precast concrete building.

5. Replacement of the pump controls and provision of a new flow meter.

6. Installation of a new remote terminal unit (RTU) and antenna for the SCADA system.

7. Associated sitework to tie-in with adjacent improvements.

Task 210 – Preparation of Plans and Specifications

The scope of services shall be those as identified in the Standard Form of Agreement Between Owner and Engineer for Professional Services Form E-500 (copyright 2002) prepared by the Engineers Joint Contract Documents Committee (EJCDC) Paragraph A.1.03 “Final Design Phase” with the following modifications:

Paragraph A.1.03.A.4: The following deliverables shall be provided:

1. Projected opinions construction cost for the improvements using the contract documents at the 30, 60 and 90 percent completion levels. Opinions of cost will be prepared from manufacturer's quotations, detailed material take-offs, and past projects similar to the proposed project described herein.

2. An estimated construction time schedule that is integrated with the overall schedule of the CRA and work performed by other consultants.

3. Schedule and meet with Panama City Beach representatives to review comments on deliverables from 30, 60 and 90 percent completion level submittals.
ATTACHMENT A - SCOPE OF WORK UNDER
MAJOR SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO MAJOR WASTEWATER ENGINEERING
SERVICES DATED APRIL 8, 2014
LIFT STATION NO. 9 REPLACEMENT
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
October 24, 2014
Page 3 of 15

4. Incorporate Panama City Beach comments into final plans and specifications for this project.
5. Submit three (3) sets of final contract documents for each project to Panama City Beach, and make copies available to all interested parties at incurred cost plus ten percent.

Deliverables: Final work products reflected in deliverables for Task 210. One copy of design calculations and supporting documentation shall be provided in both digital and printed forms.

Task 211 - Preparation of Plans and Specifications

This Scope of Services also includes preparation of project documents at 30, 60, and 90% and ready-to-advertise plans and specifications for the structures and equipment identified in Task 210 above. Submittal for 30% completion level shall include a conceptual site plan, mechanical plans advanced to approximately the 50% completion level, single-line electrical, and proposed instrumentation and control diagrams. Submittal materials for the 60% completion level shall include all discharge piping, valves and other major mechanical components, overall structural demolition and improvements, site plan, electrical single line, motor control center and proposed instrumentation and control diagrams and scaled floor plan for the motor control center with all equipment located. Submittal for 90% completion level shall include all drawings advanced to this completion level, opinion of probable cost plus project specifications.

Deliverables: 30% level – One full-size printed set of drawings and one digital version on CD, 60% level – One full-size printed set of drawings, one printed set of specifications and one digital version of the drawing and specifications in pdf format on CD, 90% level - One full-size printed set of drawings, one printed set of specifications and one digital version of the drawing and specifications in pdf format on CD. All deliverables shall reflect the progress of all disciplines.

Task 212 - Preparation of Final Opinion of Probable Cost and Construction Schedule

1) Project the construction cost for the improvements using the contract documents of Task 211. Opinions of cost will be
prepared from equipment manufacturer's quotations, detailed material take-offs and past projects similar to the proposed project described herein. Opinions of probable construction cost will be provided with 30, 90 and final completion submittals.

2) Develop an updated estimated construction time schedule.

**Deliverables:** Three (3) copies each of the final opinion of probable construction cost and estimated construction time schedule.

**Task 213 - Design Review**

1) Schedule and meet with Panama City Beach representatives to review comments on deliverables from 30, 60 and 90 percent completion level submittals.

**Deliverables:** Three (3) meetings with staff and follow-up correspondence documenting input received.

**Task 214 - Final Contract Documents**

1) Incorporate Panama City Beach comments into final plans and specifications for this project.

2) Submit final contract documents for the project to The City, and make copies available to all interested parties at incurred cost plus ten percent.

**Deliverables:** Two full-size printed set of drawings, two printed set of specifications and one digital version of the drawing and specifications in pdf format on a single CD. One copy of the calculations used to determine lift station design parameters in printed and digital formats.

**Task 220 - Bidding Services**

1) BDI will prepare and issue an Invitation to Bid to the City for public advertisement and provide a copies to selected bidders in the area
ATTACHMENT A - SCOPE OF WORK UNDER
MAJOR SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO MAJOR WASTEWATER ENGINEERING
SERVICES DATED APRIL 8, 2014
LIFT STATION NO. 9 REPLACEMENT
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
October 24, 2014
Page 5 of 15

known to specialize in the type of construction involved as well as
local plan rooms (i.e. McGraw Hill Dodge; Construction Datafax, etc.).

2) Complete and compile for distribution plans and specifications
(digital pdf form only) from final design efforts in Task Series 210.

3) Conduct and attend one (1) pre-bid conference for this project.

4) Review questions and comments posed by contractors and develop
appropriate responses in Addendum format if needed.

5) Attend and conduct (if desired) the bid opening meeting for this
project.

6) Tabulate and provide a certified copy of the bid results.

7) Check bidder compliance with the intent of the bid documents.

8) Access the State Bureau of Professional Regulation database to verify
contractor’s licensure status and whether any disciplinary actions
were pending from the department against the bidders.

9) Assist City Staff in the selection of the most appropriate bid for the
City’s interests and provide a recommendation of award.

10) Prepare Notice of Award for the City based on final council action.

Deliverables: Two (2) copies of the bid tabulation and two (2) copies of the
certified bid tabulation.

TASK SERIES 300 – ENGINEERING SERVICES DURING CONSTRUCTION

Construction phase services shall be provided in accordance with Paragraph
A.1.05 – Construction Phase of the EJCDE E-500 Standard Form of Agreement
Between Owner and Engineer for Professional Services with the following
modifications:

L:\232\Marketing\2014 Initiatives\Rev Final ESA LS 9 Replacement 24 Oct 2014.doc

CONSENT
AGENDA ITEM #
Paragraph A.1.05.A.2: Resident Project Representative (RPR): These services shall be provided under Task 400 – Construction Observation.

Paragraph A.1.05.A.18 – Additional Tasks: The following tasks or deliverables shall be provided:

1) BDI will conform the contract documents relative to the awarded bid amounts and any addenda issued prior to receipt of bids. Three (3) copies of the complete contract documents (specifications and full-size drawings) shall be prepared and provided to the selected contractor for signature. After execution, these contract documents will be distributed by providing two copies each to the City and one to the contractor.

2) BDI will schedule and conduct a preconstruction conference to review contract specifics and general procedures.

3) BDI will notify the affected utilities in advance of the preconstruction conference to allow them the opportunity to have representation present.

4) BDI will review the contractor prepared schedule of values.

5) BDI will review and process monthly periodic pay requests including review and recommendations regarding progress payments by the City.

6) BDI will track, review and process drawing submittals for the components of the work. Reviews for multiple substitutions beyond one for equipment specified shall be the basis for additional compensation by the City.

7) Review and respond to requests for information (RFI), conflicts, clarifications, and claims that are submitted by the contractor, and prepare change orders. Review requests for substitutions that are submitted by the contractor and provide redesign and revisions of the Contract Documents as necessary. Revisions or redesign attributable
to the work products of BDI shall be addressed at the expense of BDI. All services required for redesigns initiated at the request of the City will be invoiced based on hourly rates for labor and expense.

8) BDI will perform one substantial completion site visit to review completed work and develop a "punch list" for completion items.

9) BDI will perform up to two final completion site visits to confirm "punch list" item completion.

10) BDI will request and compile release of liens from subcontractors and suppliers and provide copies to the owner along with final release of liens by the project contractor.

11) BDI shall recommend final payment for contractor upon verification of satisfaction of outstanding liens and publication of project completion if required.

12) Deliverables: Electronic submittals will be required in the contract and the contractor shall prepare a compendium of all submittals in pdf format as a required submittal.

Monthly Project Meetings

1) A BDI engineer directly involved with the structural engineering work will attend up to two (2) monthly progress meetings.

2) A BDI engineer directly involved with the process mechanical work will attend up to two (2) monthly progress meetings.

3) A BDI engineer directly involved with the electrical and I&C work will attend up to two (2) monthly progress meetings.

4) A BDI engineer directly involved with the management of BDI's work will attend up to seven (7) monthly progress meetings.
Periodic Site Visits

1) A technically-qualified BDI representative associated with the process mechanical work will provide up to two (2) mid-month site visits.

Substantial and Final Completion Observation

1) A technically-qualified BDI representative associated with the site civil work will provide up to one (1) each substantial and final completion observation site visits.

2) A technically-qualified BDI representative associated with the process mechanical work will provide up to one (1) each substantial and final completion observation site visits.

3) A technically-qualified BDI representative associated with the electrical and I&C work will provide up to one (1) each substantial and final completion observation site visits

Start Up Services

1) A technically-qualified BDI representative associated with the process mechanical work will provide up to one (1) day for start-up and testing of equipment.

2) Deliverables include copies of testing reports as produced through this effort.

Record Drawings

BDI shall prepare and provide digital and two, half-size prints of record drawings of the construction. Record drawings shall be based upon field survey information prepared by a licensed land surveyor and required of the contractor in the contract documents. Digital file shall be provided in Autocadd and pdf formats.
ATTACHMENT A - SCOPE OF WORK UNDER
MAJOR SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO MAJOR WASTEWATER ENGINEERING
SERVICES DATED APRIL 8, 2014
LIFT STATION NO. 9 REPLACEMENT
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
October 24, 2014
Page 9 of 15

TASK SERIES 400 – RESIDENT PROJECT REPRESENTATIVE (RPR):

BDI shall provide the services of a resident project representative (RPR) in
accordance with EJCDC E-500 Standard Form of Agreement Between Owner and
Engineer for Professional Services, Exhibit “A” Part 1- Basic Services, Paragraph
A.1.05 – Construction Phase, Section A.2.

1) A senior technician experienced in construction observation shall visit
the site each week after the contractor has mobilized and started
construction. The level of effort will generally consist of an average of
22.5 hours per week for 28 weeks (7 months) of active construction.
Construction observation, performed at the direction of the Owner,
beyond 28 weeks shall be additionally compensated on an hourly basis.
Engineer shall provide the Owner with written weekly updates of the
hours charged. Engineer acknowledges Owner will not be responsible for
payment of hours beyond that reasonably and customarily needed to
document the work progress and general compliance with the contract
documents as the work progresses. Proposed schedule assumes that
active construction will not begin until four weeks after contractor is
provided notice to proceed and active RPR hours weekly will vary with
construction intensity. Active construction start date shall be defined as
the date that proposed wetwell excavation begins.

2) Deliverables shall include copies of the daily observation logs,
photographs and other documentation regarding construction progress.

TASK SERIES 500 – ADDITIONAL SERVICES

BDI shall provide additional services in accordance with EJCDC E-500 Standard
Form of Agreement Between Owner and Engineer for Professional Services,
Exhibit “A” Part 2 - Additional Services, Paragraph A2.01. With the following
additions:

1) Subsurface exploration and geotechnical engineering.
ATTACHMENT A - SCOPE OF WORK UNDER
MAJOR SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO MAJOR WASTEWATER ENGINEERING
SERVICES DATED APRIL 8, 2014

LIFT STATION NO. 9 REPLACEMENT

TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES

October 24, 2014
Page 10 of 15

2) Assistance in applying for and securing necessary regulatory agency
   approvals for the proposed construction. BDI shall assist The City in
   acquiring permits from the Florida Department of Environmental
   Protection for the construction of this project. BDI will assist the City in
   securing the following permits:

   FDEP Form 62-604.300(8)(a) – Notification/Application for
   Constructing a Domestic Wastewater Collection/Transmission
   System

   FDEP Form 62-62-604.300(8)(b) – Request for Approval to Place a
   Domestic Wastewater Collection/Transmission System into
   Operation

   Assistance in securing approvals for use of jurisdictional lands (wetlands),
   construction waterward of the coastal construction control line or
   stormwater management for siting needs in this project is specifically not
   included in this Scope of Work. Should it be determined that impacts are
   unavoidable, this agreement shall be revised accordingly. Assistance in
   securing site plan approval or other local government land development
   orders are not included in this Scope of Work. The contractor will be
   responsible for securing dewatering, new fuel storage tank inspections
   and certifications and stormwater management permits for construction
   activities.

   BDI shall prepare the necessary permit application forms, appropriately
   certified, and supporting documents for approval of the project and
   submit application to local, state, and federal regulators for the permits
   noted. Permit fees associated with permit applications and approvals
   shall be paid by the City of Panama City Beach. Additional permitting
   assistance beyond that specifically highlighted within this document may
   be provided by supplemental authorization by the City.

   If desired by the City, BDI shall conduct one pre-application meeting with
   the Florida Department of Environmental Protection Northwest District
   office for the purposes of familiarizing reviewers with the overall project
   and address initial questions regarding the proposed program.
BDI shall prepare a response to one request for additional information from the regulatory agency for the permits noted. Any comments due to a lack of a complete submittal shall be prepared and submitted at the expense of BDI. Additional assistance including meetings and preparation of responses to subsequent requests for additional information beyond completeness items may be provided by supplemental authorization from the City of Panama City Beach.

BDI shall prepare the final certifications required to substantiate construction completion and any deviations from the permitted activities as required by the permits indicated.

**Deliverables:** Three (3) copies each of the necessary permit application forms and supporting documentation for the permits noted. It is anticipated that two (2) sets of these documents will be forwarded to the applicable jurisdictional agency for review. One copy of each response for additional information shall be provided to the City.

3) Reviews of O&M submittals from the contractor. The contractor will be required to provide a digital compendium of the manufacturer’s standard manuals for equipment furnished with facility-specific information noted.

**Deliverables:** One searchable pdf copy of the manual on CD.

II. **SUBCONSULTANTS**

A subconsultant for geotechnical engineering is anticipated to be required for delivery of this Scope of Work.

III. **OWNER’S RESPONSIBILITIES**

1) Review and comment on the 30, 60 and 90 percent design submittals for the replacement of the pumping station.

2) Allow the engineer access to the site and provide record information as
ATTACHMENT A - SCOPE OF WORK UNDER MAJOR SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND BASKERVILLE DONOVAN, INC. RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES DATED APRIL 8, 2014 LIFT STATION NO. 9 REPLACEMENT TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING, CONSTRUCTION AND START-UP SERVICES

October 24, 2014
Page 12 of 15

needed to assist in the design and evaluation process.

3) Meet with regulatory authorities to discuss permitting issues, as required.

4) Provide timely input to BDI, as necessary, for shop drawing submittals, substitution requests, claims, conflicts, requests for information, change orders, and other issues that may arise during construction.

5) Provide all copies of records of original construction (i.e. shop drawings, O&M submittals, record drawings, substitution requests, etc.) to BDI for review and incorporation into the construction documents.

IV. COMPENSATION

The City shall pay BDI for the Scope of Services in lump sum amounts as follows:

BDI proposes to provide the Final Design, Bidding and Negotiation and Construction Phase Engineering Services detailed in the Scope of Services indicated with compensation in accordance with USDA Florida RUS Bulletin 1780-9 (revised 10/2009) – Final design, bidding, negotiation and construction phase engineering services. Resident Project Representative Services detailed in the Scope of Services indicated with compensation on a lump sum basis. Application of this basis of compensation shall be as follows:

Standard Engineering Services Fee Percentage shall be based upon the actual net construction contract amount using Table I. Fee amount shall be calculated by the net construction contract amount, projected to be approximately $1.5M (see Exhibit 1 opinion of probable cost) multiplied by the fee percentage as follows:

Projected Net Construction Contract Amount: $1.5M
Fee percentage from RUS Bulletin Table 1: 8.00%
Standard Engineering Swcs. Fee: $1.5M × 8.00% = $120,000

Standard Project Representative Services shall be fixed lump sum based upon the $1.5M opinion of probable cost and will not float with the net construction contract amount. Lump sum amount shall be based upon the percentages allowed under RUS Bulleling 1780-0 (Revised 06/2007) which is the last version that we know of that
indicated percentage based construction observation fees. In this case, fee percentage would be 3.80% based upon the $1.5M opinion of cost ($1.5M x 3.8%) or $57,000.

Additional services indicated in Task Series 500 shall be compensated on a cost-plus basis with the following allowances:

- Topographic survey and legal description services (by others): $0
- Subsurface exploration and geotechnical engineering: $5,000
- FDEP construction/operation permit acquisition assistance: $4,000

These are budgetary amounts and may be increased with prior approval by the Owner or decreased based upon the actual cost incurred.

Recapitulation: (Standard Engineering Services fees to be modified based upon the actual construction contract amount. For the purposes of this proposal a construction contract value of $1.5M is assumed).

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Design</td>
<td>$3,800 (fixed lump sum)</td>
</tr>
<tr>
<td>Standard Engineering Services</td>
<td>$120,000 (% based lump sum)</td>
</tr>
<tr>
<td>Resident Project Representative</td>
<td>$57,000 (fixed lump sum)</td>
</tr>
<tr>
<td>Additional Services</td>
<td></td>
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<tr>
<td>Geotechnical Engineering</td>
<td>$5,000 (allowance)</td>
</tr>
<tr>
<td>FDEP Const./Op. Permitting</td>
<td>$4,000 (allowance)</td>
</tr>
<tr>
<td>Total</td>
<td>$189,800</td>
</tr>
</tbody>
</table>

V. CONTRACTUAL BASIS

This proposal is provided under the terms of our continuing engineering services Agreement – Major Wastewater Projects, dated April 8, 2014

VI. SCHEDULE

The City requires a very aggressive schedule to advance the design rapidly. As such, the City shall allow standardization based upon similar pumping stations provided for the City previously. Anticipated schedule of deliverables for this program is as follows. This schedule is based on a normal three business day City review duration and excludes any unanticipated impacts derived...
from the permitting agencies.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Days Following Receipt of City Review Comments</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to Proceed</td>
<td></td>
<td>11/15/2014</td>
</tr>
<tr>
<td>Perform Geotechnical Evaluation</td>
<td>21</td>
<td>12/6/2014</td>
</tr>
<tr>
<td>30% Completion Level Design Documents</td>
<td>14</td>
<td>11/29/2014</td>
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<tr>
<td>60% Completion Level Design Documents</td>
<td>14</td>
<td>12/13/2014</td>
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<tr>
<td>90% Completion Level Design Documents</td>
<td>21</td>
<td>1/3/2015</td>
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<tr>
<td>Submit for FDEP Construction Permit</td>
<td>14</td>
<td>1/17/2015</td>
</tr>
<tr>
<td>Final Construction Documents</td>
<td>5</td>
<td>1/22/2015</td>
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<tr>
<td>Contract Advertisement</td>
<td>7</td>
<td>1/29/2015</td>
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<tr>
<td>Award</td>
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<td>2/28/2015</td>
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<tr>
<td>Notice to Proceed</td>
<td>7</td>
<td>3/7/2015</td>
</tr>
<tr>
<td>Mobilize to Jobsite and Commence Excavation</td>
<td>30</td>
<td>3/30/2015</td>
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<tr>
<td>Substantial Completion</td>
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<td>10/3/2015</td>
</tr>
<tr>
<td>Final Completion</td>
<td>30</td>
<td>11/2/2015</td>
</tr>
</tbody>
</table>
VI. METHOD OF COMPENSATION

Compensation shall be in accordance with the Master Services Agreement dated April 8, 2014 consistent with that provided in this amendment. If the City of Panama City Beach requests the design of any additional components or buildings, then the City agrees to negotiate additional scope or level of services with corresponding modification of compensation with BDI where necessary.

BASKERVILLE-DONOVAN, INC.  CITY OF PANAMA CITY BEACH

Mark E. Shaeffer, P.E.  Mario Gisbert
VP Regional Manager  City Manager

10/24/2014  Date
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization / Demobilization (≥2.5% of Total Bid)</td>
<td>1</td>
<td>LS</td>
<td>$40,000</td>
<td>$34,259</td>
<td>$20,000</td>
</tr>
<tr>
<td>2</td>
<td>Record Drawings and O&amp;M Manuals (≥1.5% of Total Bid)</td>
<td>1</td>
<td>LS</td>
<td>$24,109</td>
<td>$19,496</td>
<td>$10,000</td>
</tr>
<tr>
<td>3</td>
<td>Sitework (including fence, gate, gravel, drive, water lines, water pollution control, etc)</td>
<td>1</td>
<td>LS</td>
<td>$67,606</td>
<td>$96,407</td>
<td>$25,000</td>
</tr>
<tr>
<td>4</td>
<td>Precast Concrete Building</td>
<td>1</td>
<td>LS</td>
<td>$43,437</td>
<td>$47,003</td>
<td>$47,000</td>
</tr>
<tr>
<td>5</td>
<td>Cast - in- Place Concrete</td>
<td>1</td>
<td>LS</td>
<td>$230,063</td>
<td>$287,682</td>
<td>$270,000</td>
</tr>
<tr>
<td>6</td>
<td>Gravity Sewer Piping and Manholes</td>
<td>1</td>
<td>LS</td>
<td>$62,000</td>
<td>$65,482</td>
<td>$64,000</td>
</tr>
<tr>
<td>7</td>
<td>Pumps, VFDs, Control and SCADA package including hatches, Safety grates, base elbows, etc.)</td>
<td>1</td>
<td>LS</td>
<td>$296,325</td>
<td>$302,492</td>
<td>$300,000</td>
</tr>
<tr>
<td>8</td>
<td>Genset with Level III Enclosure, Fuel Tank with 800 gallons fuel and transfer switch</td>
<td>1</td>
<td>LS</td>
<td>$133,492</td>
<td>$130,540</td>
<td>$131,000</td>
</tr>
<tr>
<td>9</td>
<td>All other electrical</td>
<td>1</td>
<td>LS</td>
<td>$169,598</td>
<td>$189,068</td>
<td>$180,000</td>
</tr>
<tr>
<td>10</td>
<td>On-site force main piping, valves, etc.</td>
<td>1</td>
<td>LS</td>
<td>$155,500</td>
<td>$166,688</td>
<td>$160,000</td>
</tr>
<tr>
<td>11</td>
<td>Flow meter systems</td>
<td>1</td>
<td>LS</td>
<td>$16,036</td>
<td>$45,587</td>
<td>$40,000</td>
</tr>
<tr>
<td>13</td>
<td>Odor control systems</td>
<td>1</td>
<td>LS</td>
<td>$12,700</td>
<td>$12,096</td>
<td>$12,700</td>
</tr>
<tr>
<td>14</td>
<td>Demolition of existing dry pit pump station, manholes, sewer, force mains and other related items excluding item 14.</td>
<td>1</td>
<td>LS</td>
<td>$35,000</td>
<td>$33,682</td>
<td>$35,000</td>
</tr>
<tr>
<td>15</td>
<td>Disposal of Soil @ Landfill (10CY)</td>
<td>10</td>
<td>EA</td>
<td>$7,760</td>
<td>$7,199</td>
<td>$8,000</td>
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<tr>
<td>16</td>
<td>Irrigation, Landscaping and well system</td>
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<td>LS</td>
<td>$1,000</td>
<td>$758</td>
<td>$1,000</td>
</tr>
<tr>
<td>17</td>
<td>Testing Allowance</td>
<td>1</td>
<td>LS</td>
<td>$21,235</td>
<td>$22,633</td>
<td>$22,700</td>
</tr>
<tr>
<td>18</td>
<td>Gulf Power Allowance</td>
<td>1</td>
<td>LS</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>19</td>
<td>Permits Fee Allowance</td>
<td>1</td>
<td>LS</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
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<tr>
<td>20</td>
<td>MOT</td>
<td>1</td>
<td>LS</td>
<td>$3,000</td>
<td>$4,223</td>
<td>$4,300</td>
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<tr>
<td>21</td>
<td>Bonds and Insurance</td>
<td>1</td>
<td>LS</td>
<td>$25,000</td>
<td>$26,697</td>
<td>$26,700</td>
</tr>
<tr>
<td>22</td>
<td>Hold Harmless</td>
<td>1</td>
<td>LS</td>
<td>$10</td>
<td>$10</td>
<td>$10</td>
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<tr>
<td></td>
<td>TOTAL BASE BID</td>
<td></td>
<td></td>
<td>$1,363,871</td>
<td>$1,512,002</td>
<td>$1,377,410</td>
</tr>
</tbody>
</table>

Lift Station - 2015 PW of 2008 mean costs @ 2% inflation $1,566,659
Lift Station - 2015 PW of 2008 median costs @ 2% inflation $1,736,815
Lift Station - 2015 PW of 2012 projected costs @ 2% inflation $1,582,211
CONSENT AGENDA
ITEM #8,

RESOLUTION 15-26
RESOLUTION 15-26

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order No. 1 to the City's Master Services Agreement with Preble-Rish, Inc., relating to General Water & Wastewater & Reclaimed Utility Engineering Services, in a total amount of Twenty Seven Thousand, Three Hundred Sixty Five Dollars ($27,365) for professional services for updating the City’s computer model of its potable water system, in substantially the form attached and presented to the Council today, draft dated November 6, 2014, 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 ___November___, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

_________________________
Holly J. White, City Clerk

Resolution 15-26
Memorandum

To: Mario Gisbert

CC: Paul Casto, Holly White

From: Al Shortt

Date: November 6, 2014

Subject: Engineering Services - Water System Hydraulic Model

Staff budgets utility funds every year to continue the City’s capital program to improve the potable water system so the City will be able to improve service to current customers and accommodate future growth. Preble-Rish, Inc. was contracted to develop a computer model of the City system in 2000 to aid in long term planning and the last major update was performed in 2011. Significant growth is now starting to occur in the City’s utility service area and staff desires to have the computer model updated to reflect current and proposed conditions. This will greatly improve the ability of staff to evaluate and determine the most cost effective improvement locations since the current City system is very complex with over 300 miles of water distribution pipe. The model will also be helpful for running simulations of future scenarios involving the upcoming Bay-Walton Sector Plan, allowing staff to plan the positioning of primary water transmission mains. Preble-Rish, Inc. has provided a proposal to City staff in the amount of $27,365 to complete the modeling update effort. A copy is attached for your reference. Staff has reviewed the proposal, finds the requested fee is in line with the work effort, and recommends approval of the task and attached notice to proceed for Task Order No. 1 under the General Water & Sewer & Reclaimed Utility Master services Agreement with Preble-Rish, Inc.
ATTACHMENT A – SCOPE OF SERVICES
CITY OF PANAMA CITY BEACH
HYDRAULIC WATER MODEL UPDATE
PREBLE-RISH, INC. PROJECT NO. 211.188
Task Order 001-2014

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for updating the City's Hydraulic Water Model to existing field conditions and developing future scenarios in the model to the City of Panama City Beach (City) acting by and through its Council.

DESCRIPTION OF ENGINEER'S SERVICES

SCOPE OF SERVICES

A. Coordination

The City shall provide PRI with fire flow tests from various locations throughout the City to obtain field data to calibrate the water model. PRI will coordinate with the County to conduct some of the fire flow testing as well as large property owners such as St. Joe Company to obtain future demand scenarios.

B. Data Collection

1. Meet with City staff and collate, analyze and organize model inventory data associated with the field fire flow tests.
2. Determine the City's growth trends in order to develop future scenarios in the model.

C. Engineering and Modeling Services

1. PRI shall update the existing WaterCAD Hydraulic Model to be calibrated to fire flow field data.
2. Calibrate Historic Peak Factors and develop future scenarios
3. Evaluate Model Scenarios with updated field data.
4. Perform Fire Flow (Simulated) tests throughout the City's Distribution System.

D. Addition of Wild Heron Water Model

1. PRI will add approximately 74,040 of watermain in Wild Heron to the water model. This assumes that the City will provide PRI with the water distribution maps.
2. Add Wild Heron demand, as provided by the City.
3. Evaluate Model Scenario with updated subdivision.

E. Analysis of the West Bay Sector Plan

1. Analyze the impact of the St. Joe Company's West Bay Sector Plan on the City water system by adding one supply line following the proposed Powerline Road, connecting to SR 79 in two places and Hwy 98.
2. PRI shall coordinate with the City and St. Joe Company to obtain anticipated demands.
3. PRI will evaluate the Model Scenario's to determine the impact on the water system.

F. Update Hydraulic Water Model Report

1. Calibrate Model Scenarios
   a. 2014 Summer Average Daily Flow (SADF)
   b. 2014 Summer Max Day Scenario Flow (SMDF)
   c. 2014 Summer Peak Hour Flow (SPHF)
   d. 20 yr Future Summer Average Daily Flow (FSADF)
   e. 20 yr Future Summer Max Day Scenario Flow (FSMDF)
   f. 20 yr Future Summer Peak Hour Flow (FSPHF)
   g. Update Fire Flow Pressure Results throughout Distribution System
ATTACHMENT A – SCOPE OF SERVICES

CITY OF PANAMA CITY BEACH
HYDRAULIC WATER MODEL UPDATE
PREBLE-RISH, INC. PROJECT NO. 211.188

G. **Professional Services Fees**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordination and Data Collection</td>
<td>$5,270.00</td>
</tr>
<tr>
<td>Engineering and Modeling Services</td>
<td>$12,135.00</td>
</tr>
<tr>
<td>Update Hydraulic Water Model Report</td>
<td>$9,960.00</td>
</tr>
</tbody>
</table>

**Total** $27,365.00

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.

203 Aberdeen Parkway
Panama City, Florida 32405

By: ____________________________________________

Name and Title: **Elizabeth Moore, P.E., Firm Partner**

Witnessed: ______________________________________

Date: 11/6/14

CITY OF PANAMA CITY BEACH, FLORIDA

110 South Arnold Road
Panama City Beach, Florida 32413

By: ____________________________________________

Name and Title: **Mario Gisbert, City Manager**

Witnessed: ______________________________________

Date: __________________________________________
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 1

DATE: November 6, 2014

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND PREBLE-RISH, INC. RELATING TO GENERAL WATER & WASTEWATER & RECLAIMED UTILITY ENGINEERING SERVICES dated April 8, 2014, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Hydraulic Water Model Update.

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

X a stipulated sum of $27,365.00; or

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

Allowance of $______ for ________________, and

Allowance of $______ for ________________, or

___ a fee determined on a time-involved basis with a maximum cost of $______________;

Work shall begin on ________________, 2014, and shall be completed within 120 days. The date of completion of all work is therefore ________________, 201__. Liquidated delay damages, if any, are set at the rate of $0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

__________________________

__________________________

ATTEST:

__________________________

City Clerk

PREBLE-RISH, INC.

By: ________________________ Date: __________

Its:

CITY OF PANAMA CITY BEACH, FL.

By: ________________________ Date: __________

City Manager
CONSENT AGENDA

ITEM #9,

RESOLUTION 15-27
RESOLUTION 15-27

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order No. 1 to the City's Master Services Agreement with Baskerville-Donovan, Inc., relating to general water and sewer and reclaimed utility engineering services, in a total amount not to exceed Two Hundred One Thousand Three Hundred Dollars ($201,300), for professional surveying, engineering design, permitting, and inspection services related to construction of a lift station and force main to serve West Bay, in substantially the form attached and presented to the Council today, draft dated November 6, 2014, 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 13 day of November, 2014.

CITY OF PANAMA CITY BEACH

By: ______________________________

Gayle F. Oberst, Mayor

ATTEST:

_______________________________

Holly J. White, City Clerk
Memorandum

To: Mario Gisbert
CC: Paul Casto, Holly White
From: Al Shortt
Date: November 6, 2014
Subject: Engineering Services – West Bay Lift Station and Force Main Project

The West Bay community, located 4 miles north of the City, is within the City's water/sewer franchise area and staff has been working towards providing potable water service to the community for several years. That effort is largely complete and staff has now budgeted funds in the current fiscal year budget to begin providing the basic infrastructure needed for residents and businesses to obtain municipal sewer service. That will require a sewer lift station to be constructed, with an approximately 4 mile long force main installed down SR 79 to connect to an existing City main near Panama City Beach Pkwy. The primary project expense will be due to be the extremely long distance to make the sewer connection and the total project cost is estimated at approximately $1,450,000.

Staff has negotiated a task order to the existing General Water, Wastewater and Reclaimed Utility Master Services Agreement with Baskerville-Donovan, Inc. for the surveying, engineering design, permitting and inspection services for this project. A copy is attached for your reference. The total estimated fee for services including surveys and construction administration is $201,300. The design portion of this fee amount is based on standard engineering fee curves for the current estimated scope of work and associated cost. Staff has reviewed the proposal, finds the fee is in line with the scope of work, and recommends that the Council approve the engineering task and accompanying notice to proceed form. If approved, the project should be substantially complete and operational in approximately one year.
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 1

DATE: November 6, 2014

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND BASKERVILLE-DONOVAN, INC. RELATING TO GENERAL WATER & WASTEWATER & RECLAIMED UTILITY ENGINEERING SERVICES dated April 8, 2014, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to West Bay Lift Station & Force Main Project.

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

___ a stipulated sum of $_________________; or

___X a stipulated sum of $137,300 plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of $8,000 for Geotechnical Engineering Services, and

Allowance of $45,000 for Surveying Services, and

Allowance of $4,000 for FDEP Permitting Services, and

Allowance of $4,000 for FDOT Permitting Services, and

Allowance of $3,000 for Bay County R.O.W. Permitting Services, and

Allowance of $______ for _______________________; or

___ a fee determined on a time-involved basis with a maximum cost of $__________________;

Work shall begin on _________________, 2014, and shall be completed within 360 days. The date of completion of all work is therefore _______________, 201_. Liquidated delay damages, if any, are set at the rate of $0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

________________________

BASKERVILLE-DONOVAN, INC.

By:_____________________ Date:__________

Its:

________________________

CITY OF PANAMA CITY BEACH, FLA.

By:_____________________ Date:__________

City Manager

________________________

City Clerk

CONSENT
AGENDA ITEM #__
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCemain
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 1 of 18

BACKGROUND

The City desires to extend its sanitary sewer service northward to the West Bay area to serve existing businesses and residents in the area. In addition, it is desired to make provisions to serve anticipated development along the State Road 79 corridor between West Bay and Panama City Beach (Figure 1).

Conceptually, the lift station to serve West Bay is to be located near the existing Bay County water system ground storage tanks. The City-standard duplex lift station fitted with submersible pumps is planned which will discharge into a forcemain running along SR 79 southward towards Panama City Beach to the point that the existing Gulf Power easement intersects SR 79. It is projected that this will be the approximate point of connection of a planned connector roadway parallel to Panama City Beach Parkway. It is expected that the proposed forcemain will turn eastward and connect to the City’s wastewater system in the future along this new roadway.

In the interim, a smaller diameter temporary connection to an existing forcemain along Panama City Beach Parkway will be provided. Due to the limited service timeframe and length of this temporary connection. A conceptual opinion of cost of this configuration is $1.25M based upon assumed pipe sizes and pumping capacities.

I. SCOPE OF SERVICES

The scope of services for this project includes final design, preparation of construction contract documents, assistance in obtaining regulatory agency approvals, bidding, construction and start-up services anticipated for this project.

TASK SERIES 100 – PRELIMINARY DATA COLLECTION AND REVIEW

Task 110 – PRELIMINARY DATA COLLECTION, REVIEW AND CONCEPTUAL DESIGN

Task includes initial contact with FDOT, Bay County and City staff in efforts to finalize forcemain alignment. Prepare Scope of Work for City use in soliciting and securing topographic surveys of the alignment and selected lift station sites. Development of proposed flow projections, needed pumping capacities, conceptual motor size and
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCEMAIN
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 2 of 18

electrical service needs. Preparation of a preliminary engineering report indicating the
project specific information and conceptual site plans for the lift station site. Forcemain
alignment, sizes and materials as well as conceptual installation techniques proposed (i.e.
open cut and directional drill) shall also be indicated as well as opinions of probable cost.

Deliverables: Three (3) copies each of the preliminary engineering report
indicating forcemain configuration/alignment, site plans and opinions of
probable cost. One copy of design calculations and supporting documentation
shall be provided in both digital and printed forms.

TASK SERIES 200 - FINAL DESIGN AND BIDDING SERVICES

Following City concurrence on the proposed lift station site and forcemain
alignment, this Task includes final design and bidding services for the following:

1. West Bay Lift Station and terminal manhole.
2. Interconnecting forcemain from West Bay Lift Station to point of
   connection into existing City forcemain along Panama City Beach
   Parkway.

Task 210 - Preparation of Plans and Specifications

This Scope of Services also includes preparation of project documents at 30, 60, and 90%
and ready-to-advertise plans and specifications for the proposed lift stations and
forcemain. Submittal for 30% completion level shall include propose forcemain
alignment (plan only), forcemain details, lift station siteplans, mechanical and structural
drawings advanced to 30% completion level and updated opinion of cost. Submittal
materials for the 60% completion level shall include all mechanical, civil and structural
discipline drawings and specifications advanced to the 60% completion level, electrical
drawings and specifications shall be advanced to 30% minimum completion level.
Submittal for 90% completion level shall include all drawings and specifications advanced
to this completion level and updated opinion of cost.
Attachment A - Scope of Work Under
Master Services Agreement Between City of Panama City Beach and
Baskerville Donovan, Inc. Relating to General Water and Sewer and
Reclaimed Utility Engineering Services Dated April 8, 2014
West Bay Lift Station and Force Main
Task Series 100 Through 500 - Preliminary, Final Design and Bidding,
Construction and Start-Up Services
November 5, 2014
Page 3 of 18

Deliverables: 30% level – One full-size printed set of drawings and one digital
version on CD, 60% level – One full-size printed set of drawings, one printed set
of specifications and one digital version of the drawing and specifications in pdf
format on CD, 90% level - One full-size printed set of drawings, one printed set
of specifications and one digital version of the drawing and specifications in pdf
format on CD. All deliverables shall reflect the progress of all disciplines.

Task 211 - Preparation of Final Opinion of Probable Cost and Construction
Schedule

1) Project the construction cost for the improvements using the
contract documents of Task 210. Opinions of cost will be
prepared from equipment manufacturer's quotations, detailed
material take-offs and past projects similar to the proposed
project described herein. Opinions of probable construction cost
will be provided with 30, 90 and final completion submittals.

2) Develop an updated estimated construction time schedule.

Deliverables: Three (3) copies each of the final opinion of probable construction
cost and estimated construction time schedule.

Task 212 - Design Review

1) Schedule and meet with Panama City Beach representatives to
review comments on deliverables from 30, 60 and 90 percent
completion level submittals.

Deliverables: Three (3) meetings with staff and follow-up correspondence
documenting input received.

Task 213 - Final Contract Documents
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCEMAIN
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 4 of 18

1) Incorporate Panama City Beach comments into final plans and
   specifications for this project.

2) Submit one set of final contract documents (full-size drawings and
   bound specifications with pdf versions on CD) for the project to The
   City, and make copies available to all interested parties at incurred
   cost plus ten percent.

Deliverables: Two full-size printed set of drawings, two printed set of
   specifications and one digital version of the drawing and specifications in pdf
   format on a single CD. One copy of the calculations used to determine lift
   station design parameters in printed and digital formats.

Task 220 - Bidding Services

1) BDI will prepare and issue an Invitation to Bid to the City for public
   advertisement and provide a copies to selected bidders in the area
   known to specialize in the type of construction involved as well as
   local plan rooms (i.e. McGraw Hill Dodge; Construction Datafax, etc.).

2) Complete and compile for distribution plans and specifications from
   final design efforts in Task Series 210.

3) Conduct and attend one (1) pre-bid conference for this project.

4) Review questions and comments posed by contractors and develop
   appropriate responses in Addendum format if needed.

5) Attend and conduct (if desired) the bid opening meeting for this
   project.

6) Tabulate and provide a certified copy of the bid results.

7) Check bidder compliance with the intent of the bid documents.
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCemain
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 5 of 18

8) Access the State Bureau of Professional Regulation database to verify contractor’s licensure status and whether any disciplinary actions were pending from the department against the bidders.

9) Assist City Staff in the selection of the most appropriate bid for the City’s interests and provide a recommendation of award.

10) Prepare Notice of Award for the City based on final council action.

Deliverables: Two (2) copies of the bid tabulation and two (2) copies of the certified bid tabulation.

TASK SERIES 300 – ENGINEERING SERVICES DURING CONSTRUCTION

One construction contract shall be administered for the delivery of this project. Construction phase services shall be provided in accordance with Paragraph A.1.05 – Construction Phase of the EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services with the following modifications:

Paragraph A.1.05.A.2: Resident Project Representative (RPR): These services shall be provided under Task 400 – Construction Observation.

Paragraph A.1.05.A.18 – Additional Tasks: The following tasks or deliverables shall be provided:

1) BDI will conform the contract documents relative to the awarded bid amounts and any addenda issued prior to receipt of bids. Three (3) copies of the complete contract documents (specifications and full-size drawings) shall be prepared and provided to the selected contractor for signature. After execution, these contract documents will be distributed by providing two copies each to the City and one to the contractor.
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCEMAIN
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 6 of 18

2) BDI will schedule and conduct a preconstruction conference to review
contract specifics and general procedures.

3) BDI will notify the affected utilities in advance of the preconstruction
conference to allow them the opportunity to have representation
present.

4) BDI will review the contractor prepared schedule of values.

5) BDI will review and process monthly periodic pay requests including
review and recommendations regarding progress payments by the
City.

6) BDI will track, review and process drawing submittals for the
components of the work. Reviews for multiple substitutions beyond
one for equipment specified shall be the basis for additional
compensation by the City.

7) Review and respond to requests for information (RFI), conflicts,
clarifications, and claims that are submitted by the contractor, and
prepare change orders. Review requests for substitutions that are
submitted by the contractor and provide redesign and revisions of the
Contract Documents as necessary. Revisions or redesign attributable
to the work products of BDI shall be addressed at the expense of BDI.
All services required for redesigns initiated at the request of the City
will be invoiced based on hourly rates for labor and expense.

8) BDI will perform one substantial completion site visit to review
completed work and develop a “punch list” for completion items.

9) BDI will perform up to two final completion site visits to confirm
“punch list” item completion.
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY Lift STATION AND FORCEMAIN
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 7 of 18

10) BDI will request and compile release of liens from subcontractors and
suppliers and provide copies to the owner along with final release of
liens by the project contractor.

11) BDI shall recommend final payment for contractor upon verification
of satisfaction of outstanding liens and publication of project
completion if required.

12) Deliverables: Electronic submittals will be required in the contract
and the contractor shall prepare a compendium of all submittals in pdf
format as a required submittal.

Monthly Project Meetings

1) A BDI engineer directly involved with the management of BDI’s work will
attend up to eight (8) monthly progress meetings.

Periodic Site Visits

1) A technically-qualified BDI representative associated with the process
mechanical work will provide up to two (2) mid-month site visits.

Substantial and Final Completion Observation

1) A technically-qualified BDI representative associated with the site civil
work will provide up to one (1) each substantial and final completion
observation site visits.

2) A technically-qualified BDI representative associated with the process
mechanical work will provide up to one (1) each substantial and final
completion observation site visits.

3) A technically-qualified BDI representative associated with the electrical
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCEMAIN
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES

November 5, 2014
Page 8 of 18

and I&C work will provide up to one (1) each substantial and final completion observation site visits

Start-Up Services

1) A technically-qualified BDI representative associated with the process mechanical work will provide up to one (1) day for start-up and testing of equipment.

2) Deliverables include copies of testing reports as produced through this effort.

Record Drawings

BDI shall prepare and provide digital and two, half-size prints of record drawings of the construction. Record drawings shall be based upon field survey information prepared by a licensed land surveyor and required of the contractor in the contract documents. Digital file shall be provided in Autocad and pdf formats.

TASK SERIES 400 – RESIDENT PROJECT REPRESENTATIVE (RPR):

BDI shall provide the services of a resident project representative (RPR) in accordance with EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services, Exhibit “A” Part 1- Basic Services, Paragraph A.1.05 – Construction Phase, Section A.2.

1) A senior technician experienced in construction observation shall visit the site each week after the contractor has mobilized and started construction. The level of effort is anticipated to generally consist of an average of 24 hours per week for 24 weeks (6 months) of active construction but may vary over the contract duration. Construction observation, performed at the direction of the Owner, beyond 24 weeks shall be additionally compensated on an hourly basis. Engineer shall
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCemain
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 9 of 18

provide the Owner with written weekly updates of the hours charged. Engineer acknowledges Owner will not be responsible for payment of hours beyond that reasonably and customarily needed to document the work progress and general compliance with the contract documents as the work progresses. Proposed schedule assumes that active construction will not begin until four weeks after contractor is provided notice to proceed and active RPR hours weekly will vary with construction intensity. Active construction start date shall be defined as the date that proposed wetwell excavation begins.

2) Deliverables shall include copies of the daily observation logs, photographs and other documentation regarding construction progress.

TASK SERIES 500 – ADDITIONAL SERVICES

BDI shall provide additional services in accordance with EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services, Exhibit “A” Part 2 - Additional Services, Paragraph A2.01. With the following additions:

1) Subsurface exploration and geotechnical engineering.

2) Topographic surveying of the proposed lift station site and forcemain alignment.

3) Assistance in applying for and securing necessary regulatory agency approvals for the proposed construction. BDI shall assist the City in acquiring permits from the Florida Department of Environmental Protection, Florida Department of Transportation and Bay County for the construction of this project. BDI will assist the City in securing the following anticipated permits:
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCemain
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 10 of 18

FDEP Form 62-604.300(8)(a) – Notification/Application for
Constructing a Domestic Wastewater Collection/Transmission
System

FDEP Form 62-62-604.300(8)(b) – Request for Approval to Place a
Domestic Wastewater Collection/Transmission System into
Operation

FDOT Utility Permit

FDOT Driveway Permit

Bay County Right of Way Use Permit

Bay County Driveway Permit

Assistance in securing approvals for use of jurisdictional lands (wetlands)
or stormwater management for siting needs in this project is specifically
not included in this Scope of Work. Should it be determined that impacts
are unavoidable, this agreement shall be revised accordingly. Assistance
in securing site plan approval or other local government land
development orders are not included in this Scope of Work. The
contractor will be responsible for securing dewatering and stormwater
management permits for construction activities.

BDI shall prepare the necessary permit application forms, appropriately
certified, and supporting documents for approval of the project and
submit application to local, state, and federal regulators for the permits
noted. Permit fees associated with permit applications and approvals
shall be paid by the City of Panama City Beach. Additional permitting
assistance beyond that specifically highlighted within this document may
be provided by supplemental authorization by the City.

If desired by the City, BDI shall conduct one pre-application meeting with
the Florida Department of Environmental Protection Northwest District
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCemain
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES

November 5, 2014
Page 11 of 18

office for the purposes of familiarizing reviewers with the overall project and address initial questions regarding the proposed program.

BDI shall prepare a response to one request for additional information from the regulatory agency for the permits noted. Any comments due to a lack of a complete submittal shall be prepared and submitted at the expense of BDI. Additional assistance including meetings and preparation of responses to subsequent requests for additional information beyond completeness items may be provided by supplemental authorization from the City of Panama City Beach.

BDI shall prepare the final certifications required to substantiate construction completion and any deviations from the permitted activities as required by the permits indicated.

**Deliverables:** Three (3) copies each of the necessary permit application forms and supporting documentation for the permits noted. It is anticipated that two (2) sets of these documents will be forwarded to the applicable jurisdictional agency for review. One copy of each response for additional information shall be provided to the City.

3) Reviews of O&M submittals from the contractor. The contractor will be required to provide a digital compendium of the manufacturer’s standard manuals for equipment furnished with facility-specific information noted.

**Deliverables:** One searchable pdf copy of the manual on CD.

II. **SUBCONSULTANTS**

1) Subconsultants for surveying and geotechnical engineering are anticipated to be required for delivery of this Scope of Work. The proposed scope of surveying services are indicated in Attachment 1. The City agrees to provide additional compensation for work that may be
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCemain
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 12 of 18

discovered to be required outside of this Scope of Work. Understand
that there is a likelihood that some wetland areas may be present along
the alignment and the surveyor indicates that there will be additional
charges for surveying within wetland areas.

III. OWNER'S RESPONSIBILITIES

1) Review and comment on the 30, 60 and 90 percent design submittals for
the replacement of the pumping station.

2) Allow the engineer access to the site and provide record information as
needed to assist in the design and evaluation process.

3) Meet with regulatory authorities to discuss permitting issues, as
required.

4) Provide timely input to BDI, as necessary, for shop drawing submittals,
substitution requests, claims, conflicts, requests for information, change
orders, and other issues that may arise during construction.

5) Provide all copies of records of original construction (i.e. shop drawings,
O&M submittals, record drawings, substitution requests, etc.) to BDI for
review and incorporation into the construction documents.

IV. COMPENSATION

The City shall pay BDI for the Scope of Services in lump sum amounts as follows:

BDI proposes to provide the Final Design, Bidding and Negotiation and Construction
Phase Engineering Services detailed in the Scope of Services indicated with compensation
in accordance with USDA Florida RUS Bulletin 1780-9 (revised 10/2009) – Final design,
bidding, negotiation and construction phase engineering services. Resident Project
Representative Services detailed in the Scope of Services indicated with compensation on
a lump sum basis. Application of this basis of compensation shall be as follows:
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORcemAIN
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES

November 5, 2014
Page 13 of 18

Standard Engineering Services Fee Percentage shall be based upon the actual net construction contract amount using Table II. Fee amount shall be calculated by the net construction contract amount multiplied by the fee percentage as follows:

Projected Net Construction Contract Amount: $1.25M
Fee percentage from RUS Bulletin Table II: 7.10%
Standard Engineering Svcs. Fee: $1.25M \times 7.10\% = $88,750

Standard Project Representative Services shall be lump sum based upon the $1.25M opinion of probable cost and will float with the net construction contract amount. Lump sum amount shall be based upon the percentages allowed under RUS Bulletin 1780-0 (Revised 06/2007) Table II which is the last version that we know of that indicated percentage based construction observation fees. In this case, fee percentage would be 3.58% based upon the $1.25M opinion of cost ($1.25M \times 3.58\%) or $44,750.

Additional services indicated in Task Series 500 shall be compensated on a cost-plus basis with the following allowances:

- Topographic survey and legal description services: $45,000
- Subsurface exploration and geotechnical engineering: $8,000
- FDEP construction/operation permit acquisition assistance: $4,000
- FDOT Utility permit acquisition assistance: $4,000
- Bay County Right of Way use and driveway permits: $3,000

These are budgetary amounts and may be increased with prior approval by the Owner or decreased based upon the actual cost incurred.

Recapitulation: (Standard Engineering Services fees to be modified based upon the actual construction contract amount. For the purposes of this proposal a construction contract value of $1.25M is assumed).
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCEMAIN
TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 14 of 18

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Design</td>
<td>$3,800 (fixed lump sum)</td>
</tr>
<tr>
<td>Standard Engineering Services</td>
<td>$88,750 (% based lump sum)</td>
</tr>
<tr>
<td>Resident Project Representative</td>
<td>$44,750 (% based lump sum)</td>
</tr>
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<td>Additional Services</td>
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<tr>
<td>Geotechnical Engineering</td>
<td>$8,000 (allowance)</td>
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<tr>
<td>Topographic Surveying Services</td>
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<td>Lift Station Boundary &amp; Topography</td>
<td>$3,000</td>
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<tr>
<td>Forcemain Alignment</td>
<td>$42,000</td>
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<td>FDEP Const./Op. Permitting</td>
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<td>Bay Co. R/W Use &amp; Driveway Permitting</td>
<td>$3,000 (allowance)</td>
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<tr>
<td>Total</td>
<td>$201,300</td>
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</table>

V. CONTRACTUAL BASIS

This proposal is provided under the terms of our Master Services Agreement Relating to General Water and Sewer and Reclaimed Utility Engineering Services, dated April 8, 2014.

VI. SCHEDULE

The anticipated schedule of deliverables for this program is as follows. This schedule is based on a normal three business day City review duration and excludes any unanticipated impacts derived from the permitting agencies.
<table>
<thead>
<tr>
<th>Milestone</th>
<th>Days Following Receipt of City Review Comments</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to Proceed</td>
<td></td>
<td>11/15/2014</td>
</tr>
<tr>
<td>Perform Field Survey</td>
<td>14</td>
<td>11/29/2014</td>
</tr>
<tr>
<td>30% Completion Level Design Documents</td>
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<td>12/29/2014</td>
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<td>60% Completion Level Design Documents</td>
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<td>1/28/2015</td>
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<tr>
<td>90% Completion Level Design Documents</td>
<td>30</td>
<td>2/27/2015</td>
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<tr>
<td>Submit for FDEP Construction Permit</td>
<td>14</td>
<td>3/13/2015</td>
</tr>
<tr>
<td>Final Construction Documents</td>
<td>5</td>
<td>3/18/2015</td>
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<tr>
<td>Contract Advertisement</td>
<td>7</td>
<td>3/25/2015</td>
</tr>
<tr>
<td>Award</td>
<td>30</td>
<td>4/24/2015</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>7</td>
<td>5/1/2015</td>
</tr>
<tr>
<td>Mobilize to Jobsite and Commence Excavation</td>
<td>30</td>
<td>5/24/2015</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>180</td>
<td>10/28/2015</td>
</tr>
<tr>
<td>Final Completion</td>
<td>30</td>
<td>11/27/2015</td>
</tr>
</tbody>
</table>
VI. METHOD OF COMPENSATION

Compensation shall be in accordance with the existing Engineering Services Agreement consistent with that provided in this amendment. If the City of Panama City Beach requests the design of any additional components or buildings, then the City agrees to negotiate additional scope or level of services with corresponding modification of compensation with BDI where necessary.

BASKERVILLE-DONOVAN, INC.

Mark E. Sheaffer, P.E.
VP Regional Manager

11/5/2014
Date

CITY OF PANAMA CITY BEACH

Mario Gisbert
City Manager

Date
ATTACHMENT A - SCOPE OF WORK UNDER MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014 WEST BAY LIFT STATION AND FORCEMAIN TASK SERIES 100 THROUGH 500 – PRELIMINARY, FINAL DESIGN AND BIDDING, CONSTRUCTION AND START-UP SERVICES

November 5, 2014

Page 17 of 18

FIGURE 1 – WEST BAY LIFT STATION AND FORCEMAIN ALIGNMENT
ATTACHMENT A - SCOPE OF WORK UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND
BASKERVILLE DONOVAN, INC. RELATING TO GENERAL WATER AND SEWER AND
RECLAIMED UTILITY ENGINEERING SERVICES DATED APRIL 8, 2014
WEST BAY LIFT STATION AND FORCEMAIN
TASK SERIES 100 THROUGH 500 — PRELIMINARY, FINAL DESIGN AND BIDDING,
CONSTRUCTION AND START-UP SERVICES
November 5, 2014
Page 18 of 18

ATTACHMENT 1 — SCOPE OF WORK FOR TOPOGRAPHIC SURVEY SERVICES
November 4, 2014

VIA E-MAIL (mshaefeer@baskervillegdonovan.com)

Mr. Mark Shaefeer, P.E.
Regional Manager
Baskerville-Donovan, Inc.
14101 Panama City Beach Parkway, Suite 110
Panama City Beach, FL 32413

RE: West Bay Lift Station
Boundary Survey, Topographic Survey, and Utilities
Professional Surveying Services Fee Proposal
PRI Project No. 205.012

Dear Mr. Shaefeer:

Preble-Rish Inc. (PRI) is pleased to provide this proposal to Baskerville-Donovan, Inc. for professional surveying services for the West Bay Lift Station project, along frontage road, SR 79, Escanaba Avenue and Pearl Avenue to Back Beach Road.

Based on our discussions and the project's needs, PRI proposes to provide the following scope of services and associated lump sum fees as requested:

**PHASE 1**

**TASK 1 - BOUNDARY SURVEY – RIGHT OF WAY**

1. Boundary Survey, topographic survey and legal description of the proposed lift station parcel. The parcel is estimated to be 50' x 50', located in the vicinity of Latilola Drive.


3. Deliverables include:
   b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

   = $3,000.00

**TASK 2 - TOPOGRAPHIC SURVEY**

1. Topographic Survey of the right-of-way lines of Latilola Drive and School Drive to SR 79, including 50 feet-wide swath across the SR 79 right-of-way to right-of-way to the west side of the right-of-way, survey shall also include the west edge of pavement (EOP) to the west right-of-way, all the way to the proposed crossing, back eastward across SR 79, then the entire right-of-way of Escanaba Avenue and Pearl Avenue to the north portion of the Front Beach Road right-of-way.

2. Location and elevation of visible/aboveground improvements and/or structures, including fences, pavement, curb, guard rails, headwalls, ditches, pipes, concrete flumes, stormwater structures, etc., within the survey limits.


5. Site control and benchmarks.

203 ABERDEEN PARKWAY, PANAMA CITY, FL32405P (850) 522-0644 F (850) 522-1011

PORT ST. JOE • BLOUNTS TOWN • SANTA ROSA BEACH
FT.WALTON BEACH • FREEPORT • TALLAHASSEE • MONTICELLO • QUINCY • CRAWFORDVILLE
PENSACOLA • LAKE CITY • MARIANNA • DAPHNE, AL • PORT-AU-PRINCE, HAITI

CONSENT
AGENDA ITEM #
6. Contours at 1-foot intervals, together with spot elevations.
7. Cross sections at 100-foot intervals and extending to right-of-way lines.
8. Deliverables include:
   b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).
9. Location of all aboveground/visible utilities along the proposed route, being approximately 24,000 linear feet, to include pipe sizes, types, and invert elevations.
10. Location of all buried utilities along proposed route (as marked in the field by others).

= $42,000.00

**TASK 3 - WETLANDS**

1. Wetland flags will be located as marked in the field within the project limits described above.

= $0.30/LF of wetlands

Total = $45,000.00 plus $0.30/LF of wetlands

If you need additional items surveyed that are not listed above, please contact our office. Any resurveying or additional services that may be requested and/or needed other than those listed above, will be billed as additional services based on the amount of man-hours required to perform the task times our standard hourly billing rates.

<table>
<thead>
<tr>
<th>Position</th>
<th>Billing Rate</th>
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</thead>
<tbody>
<tr>
<td>PLS</td>
<td>$ 125.00</td>
</tr>
<tr>
<td>Survey Crew</td>
<td>$ 110.00</td>
</tr>
<tr>
<td>Survey Field Crew Manager</td>
<td>$ 70.00</td>
</tr>
<tr>
<td>Senior Survey CAD Tech</td>
<td>$ 65.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$ 45.00</td>
</tr>
</tbody>
</table>

If you have any questions, please give me a call at (850) 522-0644 or you may e-mail me at moore@preble-rish.com. As always, we look forward to working with you on this project.

Sincerely,

PREBLE-RISH, INC.

[Signature]

Elizabeth Moore, PE
Senior Project Manager/Firm Partner

EM/Ws

cc: Mr. Ralph Rich, President, PRI (via e-mail at rich@preble-rish.com)
Mr. Philip Jones, P.E., Sr. VP, PRI (via email at jonesp@preble-rish.com)
Mr. David Bartlett, P.L.S., Survey Manager, PRI (via e-mail at bartlett@preble-rish.com)
Mr. Ray Marsh, Surveyor, PRI (via e-mail at marsh@preble-rish.com)
Missy Ramsey, Controller, PRI (via e-mail at ramseym@preble-rish.com)

K:\209 012 West Bay Lift Station Correspondence\209.012_Shaefeler Boundary Topo Wetlands Utility.docx

203 ABERDEEN PARKWAY, PANAMA CITY, FL 32405 P (850) 522-0644 F (850) 522-1011
PORT ST. JOE • BLOUNTSTOWN • SANTA ROSABEACH
FT. WALTON BEACH • FREEPORT • TALLAHASSEE • MONTICELLO • QUINCY • CRAWFORDVILLE
PENSACOLA • LAKE CITY • MARIANNA • DAPHNE, AL • PORT-AU-PRINCE, HAITI

CONSENT
AGENDA ITEM #9
REGULAR AGENDA
ITEM #1,
BOYS & GIRLS CLUB
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Cadence Goeden

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

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

Presented this 13th of November, 2014

MAYOR GAYLE F. OBERST

AGENDA ITEM #1
REGULAR AGENDA
ITEM #4,

ORDINANCE 1314-R
ORDINANCE NO. 1314-R

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES; AMENDING CHAPTER 2 OF THE CODE TO PROVIDE THAT THE SECOND CITY COUNCIL MEETING IN NOVEMBER AND DECEMBER MAY BE RESCHEDULED OR CANCELLED BY THE CITY COUNCIL; REPEALING ALL ORDINANCES IN CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance Article II, Chapter 2 Administration, of the Code of Ordinances of the City of Panama City Beach, related to meetings of the City Council, is amended to read as follows:

Chapter 2 ADMINISTRATION*
ARTICLE II. CITY COUNCIL
Sec. 2-16. Meetings.
The regular meetings of the city council shall be held on the second Thursday of each month beginning at 6:00 p.m. and the fourth Thursday of each month beginning at 2:00 p.m. in the George C. Cowgill Annex adjacent to city hall, provided however, that the regular meeting of the City Council scheduled for the fourth Thursday in November and December may be cancelled or rescheduled by the City Council.

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the

City Council of the City of Panama City Beach, Florida, this ___ day of ___________,
2014.

CITY OF PANAMA CITY BEACH

By ______________________
GAYLE F. OBERST, MAYOR

ATTEST:

_____________________
CITY CLERK

PUBLISHED IN _____________ ON THE ____ DAY OF ___________, 2014.

POSTED ON pcbgov.com ON THE ____ DAY OF ___________, 2014.

_____________________
CITY CLERK

Ordinance 1314-R
Page 2 of 2

AGENDA ITEM # 
REGULAR AGENDA
ITEM #5,
ORDINANCE 1317
ORDINANCE NO. 1317

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S SIGN AND LAND DEVELOPMENT CODE TO CLARIFY THAT POLITICAL MESSAGES SHALL BE PERMITTED ON VEHICLE SIGNS TO THE SAME EXTENT AS PERMITTED COMMERCIAL MESSAGES; PROVIDING THAT NON-COMMERCIAL MESSAGES ENTITLED TO BE INTERCHANGED ON COMMERCIAL ON-PREMISES AND COMMERCIAL OFF-PREMISES SIGNS SHALL ALSO BE INTERCHANGEABLE ON VEHICLE SIGNS; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 5.07.05 of the Land Development Code of the City of Panama City Beach related to General Sign Standards, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

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.

... 

N. Notwithstanding any impression in this Sign Code 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.

...
SECTION 2. From and after the effective date of this ordinance, Section 5.07.04 of the Land Development Code of the City of Panama City Beach related to Prohibited Signs, is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

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:

...  
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, entity, establishment, commodity, good, product, service or other Commercial, industrial, educational, religious, political or not-for-profit activity conducted anywhere (that is, both On-Premises and Off-Premises Signs).

...  
**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 rational 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.

... 

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of ____________, 2014.

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

EXAMINED AND APPROVED by me this ____ day of ________________, 2014.

______________________________
MAYOR

Published in the Panama City News Herald on the ____ day of ___________, 2014.
REGULAR AGENDA
ITEM #6,

ORDINANCE 1322
ORDINANCE NO. 1322

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE SPECIAL EVENTS ORDINANCE OF THE CITY TO IMPOSE ADDITIONAL REQUIREMENTS UPON LIVE ENTERTAINMENT WITH AMPLIFIED SOUND AVAILABLE ON THE SANDY GULF BEACH; LIMITING THE NUMBER AND SIZE OF SUCH EVENTS ON ANY SINGLE DAY; PROVIDING EXCEPTION FOR LIMITED, SPONTANEOUS GATHERINGS; DEFINING SUCH EVENTS; MAKING FINDINGS OF FACT; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the sandy gulf beach is inherently open and free and frequently populated by large numbers of persons enjoying the sun, gulf waters and beachfront activities; and

WHEREAS, music on the sandy gulf beach is an enjoyable, attractive and positive aspect of tourism in the City; and

WHEREAS, organized, live entertainment with amplified sound directed in whole or in part to the sandy gulf beach in a regulated and controlled environment can also be an enjoyable, attractive and positive aspect of tourism in the City, but without adequate regulation or control such entertainment also spontaneously attracts crowds of revelers and consumption of alcohol which frequently leads to unlawful and potentially dangerous activities; and

WHEREAS, the current special events ordinance does not fully address the many and varied circumstances in which live entertainment directed in whole or in part to the sandy gulf beach can lead to large, unruly, uncontrollable and potentially dangerous crowds; and

WHEREAS, the City finds that extraordinary resources are required to properly police large crowds of persons on the sandy gulf beach and that City resources are inadequate to meet the demands of an unlimited number of multiple special events on or
about the sandy gulf beach in a single calendar day.

NOW THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH.

SECTION 1. From and after the effective date of this ordinance, Article II of Chapter 4 of the Panama City Beach Code of Ordinances is amended to read as follows (deleted text stricken, new text underlined):

CHAPTER 4: AMUSEMENTS

ARTICLE II. SPECIAL EVENTS

Sec. 4-16. Definition.
Sec. 4-17. Permit required; purpose
Sec. 4-18. Application for permit.
Sec. 4-19. Application fee.
Sec. 4-20. Additional information.
Sec. 4-21. Action on the application and appeal.
Sec. 4-22. Posting vendor contacts.
Sec. 4-23. Termination of permit granted.
Sec. 4-24. Limitation of sandy beach events on the same day.
Secs. 4-25—4-49. Reserved.

Sec. 4-16. Definition.

The term "special event" shall mean any gathering of persons, reasonably expected to exceed five hundred (500) persons during any one (1) hour, invited by public advertisement for the purpose of witnessing or participating in any entertainment or exhibition, or purchasing or selling any merchandise, food or beverage, or consuming any food or beverage, primarily in open spaces or temporary or permanent venues or structures not customarily, routinely and frequently used for such purposes, or employing parked vans, trailers or other vehicles, which event is reasonably expected to require for its safe and successful execution the provision and coordination of municipal services by the City or the organizer of the event to a degree above that which the City routinely provides under ordinary, everyday circumstances. A parade held on an officially closed, public street or road and lasting no more than two (2) hours is not, without more, a special event. An event held entirely or partially in a permanent structure or venue designed and intended for such events but which otherwise meets the preceding definition shall be considered a special event if it is reasonable to expect that five hundred (500) or more pedestrians arriving, participating in or leaving the event will at any one (1) time occupy adjacent public streets or public property in association with the event.
The term “special event” shall also mean any gathering of persons in excess of five hundred (500) persons in a site entirely or partially on the sandy gulf beach who are engaged in witnessing or participating in any live entertainment involving electronically amplified sound regardless of whether the event is advertised or whether such persons are invited to attend; PROVIDED HOWEVER that if (i) the amplified sound is directed away from the sandy beach, and if (ii) the amplified sound is reduced to the fullest extent possible without frustrating the purpose of the entertainment, and if (iii) the live entertainment is effectively shielded from sight of persons on the sandy beach or not performed to persons on the sandy beach, either or both in order to prevent persons on the sandy beach from becoming part of the audience of the entertainment, and if (iv) no person associated with the entertainment has solicited or encouraged persons on the sandy beach to assemble or to witness or participate in the entertainment, then an unsolicited and spontaneous gathering of persons on the sandy beach shall not be a special event. This type of special event may also be referred to as a “sandy beach event.” As used here, the term “live entertainment” includes by way of example and not limitation concerts, live performances of music or theater, D.J.’s, contests or events with a master of ceremonies.

Sec. 4-17. Permit required; purpose

No person shall organize, stage, promote or conduct any special event without first securing from the City Manager or his designee a special event permit under this Chapter. The purpose of this law is to promote the public health, safety and welfare by requiring special event promoters to develop and demonstrate the ability to execute feasible plans to safely conduct the event, and to permit the City to understand and prepare for any collateral effects of the event in the community.

Sec. 4-18. Application for permit.

Each application for a special event permit required by section 4-17 shall contain the following:

(1) The name and address of the applicant and if not a natural person the names and addresses of all persons controlling or owning greater than a five (5) percent interest in the applicant or a parent company of the applicant.

(2) The dates and times of the event and a brief description of the activities, goods and services and entertainment to be offered. Additionally, for a sandy beach event specification of whether (1) patrons will be permitted to bring alcoholic beverages into the event (herein a “coolers event”), or (2) patrons will not be permitted to bring alcoholic beverages into the event but patrons will be offered alcoholic beverages within the event (herein an “alcohol sales event”), or (3) alcoholic beverages will be prohibited within the event (herein a “no alcohol event”).
(3) An estimate of the largest number of persons anticipated to be in attendance in the event area for each hour of the event (herein, the anticipated, maximum hourly attendance), and a feasible and credible plan for determining the approximate number of patrons actually in attendance in the event area(s) as the event progresses. **For a sandy beach event, attendance shall be deemed to be one (1) person for each seven (7) square feet of patron area shown on the site plan required by this section, regardless of anticipated or actual attendance.**

(4) A feasible and credible plan for adequate sanitation facilities and sewage, garbage and litter collection and disposal (during and after the event) generated by the event or by its patrons (wherever such garbage or litter may be located), water supply and food service. For the purpose of evaluating any such plans, any rules promulgated by the Department of Health or other executive department pursuant to F.S. Ch. 381 (Public Health), F.S. Ch. 386 (Sanitary Nuisances), F.S. Ch. 509 (Food Service), or similar laws, may be considered.

(5) A feasible and credible plan for flood-lighting the special event and parking areas if any activities are to be offered during darkness.

(6) A feasible and credible plan for adequate parking facilities and plans for transporting or conducting patrons from said facilities to the special event area.

(7) A feasible and credible plan for provision of adequate traffic control, security and emergency vehicle access in and around the special event area.

**For a special event other than a sandy beach event, the Any such plan shall provide for at least one (1) person professionally trained in traffic control for every five hundred (500) anticipated, maximum hourly attendees, and at least one (1) certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better) on duty for every one thousand (1,000) anticipated, maximum hourly attendees, with no security or traffic personnel working more than one (1) eight (8) hour shift in any twenty-four (24) hour period. The plan shall include a detailed description of the plan of security, traffic control, communications, fire protection and emergency services, including ambulance service, to be used and how it is to be implemented, and the general background of the training and ability of the personnel to be used in implementing the plan.**

**For a sandy beach event, the plan shall provide for the following: for a “cooler event” at least five (5) persons professionally trained in house security, at least one of whom shall be a certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better), on duty for every one thousand (1,000) deemed attendees; for an “alcohol sales event” at least three (3) persons professionally trained in house security, at least one of whom shall be a certified law enforcement officer or person**
A feasible and credible plan for adequate medical facilities at the special event. The staffing guidelines for events presenting a moderate hazard which are set forth below shall be used to evaluate the plan and may be decreased or increased by the City Manager or his designee after consultation with the Chief of Police, the Fire Chief and one (1) or more persons serving as a Director of Emergency Medical Services in Bay County, depending upon whether the event presents a lower or higher hazard.

For an anticipated, maximum hourly attendance rate of five hundred (500) persons or less - none.

For an anticipated, maximum hourly attendance rate of more than five hundred (500) but less than one thousand (1,000) persons - one (1) EMT or paramedic.

For an anticipated, maximum hourly attendance rate exceeding one thousand (1,000) persons - one (1) additional EMT or paramedic per each 2,000 additional, anticipated maximum hourly attendees, or portion thereof.

By way of illustration, moderate hazard events include, but are not limited to, regional events, concerts, carnivals and fairs. Similarly, low hazard events include, but are not limited to, car shows, flea markets, local festivals, craft shows, local sporting events, and organized sporting tournaments. High hazard events include, but are not limited to, an event with stunts or having the potential for special danger to participants or spectators, or the potential for sustained exposure to extreme ambient temperatures. A low or moderate event may present a higher hazard due to extreme temperatures. Higher hazard events may be required to provide an Advanced Life Support Unit with transport capability. Staffing shall be equipped with customary supplies necessary to treat injuries and illnesses commonly associated with outdoor activities or similar events.
(9) Plans demonstrating that all stages, booths, tents, scaffoldings or structures of any nature on, under or within which persons may congregate, shall conform to the applicable building and other construction codes then in effect in the City.

(10) A list of the names and addresses of all vendors, artists, independent contractors or other persons or firms which will be engaged by or associated with the applicant to offer the goods, services or entertainment comprising the special event, including a description of the goods, services or entertainment offered by each and the name and address of the person who will have on-site responsibility, if different. Should such a list not be available at the time application is made, applicant shall give a written statement to that effect and agreeing to furnish such a list no later than thirty-six (36) hours before the event and acknowledging that failure to timely provide such a list will result in termination of the special event permit.

(11) A site plan showing the location and size of the event area(s) and all parking areas (including required handicap parking), and the location of all other features required by this section. For a sandy beach event, the site plan shall show a cleared east/west corridor on the sandy beach outside the event area(s) adequate to permit the one-way passage of an emergency vehicle, and a cleared east/west pedestrian corridor at and above the wet sand at the waters edge at least twenty five (25) feet wide.

(12) A feasible and credible plan to provide and control safe pedestrian access between parking area(s) and event area(s) which will minimize adverse impacts upon surrounding properties and businesses. For a sandy beach event, a feasible and credible plan to keep the east/west emergency vehicle corridor and the waterfront pedestrian corridor open for traffic at all times.

(13) A feasible and credible plan to enclose, restrict or control access to all parking and event area(s) and to limit the number of persons within the event area(s) to the maximum number anticipated, and a feasible and credible contingency plan to deal with persons in excess of that number to minimize adverse impacts upon surrounding properties and businesses. For a sandy beach event, plans demonstrating that the event area(s) will be enclosed on all sides by fences or other structures adequate to prevent access to the event at any point other than controlled access gates, but also demonstrating adequate egress facilities and routes to clear the event area in case of an emergency. The fences or other structures shall be opaque and of sufficient height (but never less than six (6) feet) so as to prevent persons standing on ground level outside the fence or event area(s) from viewing the entertainment. A running, current count of attendees shall be kept at the gate(s) of a sandy beach event and actual attendance shall not exceed the deemed attendance.
(14) To be credible, a plan must include either evidence that the applicant is qualified, experienced and capable of executing it alone, or written commitments from one or more qualified, experienced and capable third parties promising to execute or assist the applicant in executing the plan and acknowledging that the commitment is being made to induce the City to issue a permit for the event.

(15) For events anticipating a maximum hourly attendance rate of one thousand (1,000) persons or more a cash deposit in the amount of two thousand dollars ($2,000) or one thousand dollars ($1,000) per day, whichever is greater, but not to exceed five thousand dollars ($5,000). The return of such deposit, in whole or in part, shall be conditioned upon the applicant timely and completely performing all of the plans submitted with the application or reimbursing the City for all direct and indirect costs incurred to protect public or private health, safety or welfare in the absence of such performance. In the event any such cost shall exceed the amount of the deposit, the applicant shall be liable to the City for such excess to the extent permitted by law.

Sec. 4-19. Application fee.

Application for a special event permit shall be accompanied by a fee of three hundred fifty dollars ($350.00) for administrative expense. If a sandy beach event permit is not issued due to other sandy beach event(s) occurring on the same calendar day the application fee shall be refunded.

Sec. 4-20. Additional information.

Before denying a permit based upon a written application, the City Manager or his designee shall give the applicant written notice of any deficiencies in the application and provide the applicant an opportunity to present additional written information addressing those deficiencies.

Sec. 4-21. Action on the application and appeal.

(1) The permit shall be deemed granted if the City Manager does not grant or deny the permit in writing within twenty (20) days after receipt of the completed application or additional information if applicable and payment of the application fee. The City Manager’s decision shall be based upon the completeness of the application and the feasibility and credibility of the required plans. The City Manager shall deny the application of any person who previously has failed to fully comply with this Chapter, previously submitted a plan required by this Chapter which in execution proved to be inadequate or not feasible, or materially understated or underestimated attendance at an event in the City that was or became a special event (collectively and severally a "Prior Failure") unless such person shall demonstrate by a preponderance of the evidence that the Prior Failure was due to circumstances beyond the person’s control and that those circumstances should not have been anticipated by a reasonable person in the position of the
applicant at the time. For the purpose of considering a Prior Failure, any act or omission by any person with which the applicant is associated in the current application shall be considered the applicant's failure; that is, a party in interest in an application cannot avoid explaining a Prior Failure by presenting a new individual or entity as the applicant.

(2) A denial shall include the reason for denial and state that the applicant shall have the right to appeal to the City Council the decision of the City Manager by letter filed with the City Clerk within three (3) business days after receipt of the denial. The City Council shall grant or deny the permit based upon information presented by the applicant and the City Manager or his designee in a de novo, quasi judicial hearing held as soon as may be practicable. The City Council's decision, including their reasons therefore, shall be announced at the conclusion of the hearing and entered onto the record thereof which shall constitute the Council's final order in any subsequent proceedings and which may, but shall not be required to, express findings of fact and conclusions of law. The hearing may be continued from time to time in the sole discretion of the City Council, provided that if the City Council does not render a final order within thirty (30) days after filing of the letter of appeal the permit shall be deemed granted.

Sec. 4-22. Posting vendor contacts.

If the permit is granted, the applicant shall conspicuously display to the public (on a form to be provided by the City Manager) the name, mailing address, email address, and telephone number of each vendor, artist, or other person offering goods, services, or entertainment at the special event, including if different, the name, mailing address, email address and telephone number of the individual with on-site responsibility for the vendor, artist or other person. Such form shall be continuously displayed at the booth or specific location within the special event where such goods, services or entertainment are offered.

Sec. 4-23. Termination of permit granted.

If the permit is granted, the facilities, areas, services and hourly staffing as demonstrated in the application shall be continuously provided during the special event, and any failure to so provide shall result in the automatic suspension of the permit and suspension of the event until full provision is made. Should attendance exceed hourly estimates (or deemed attendance for a sandy beach event) for a sustained period of one (1) hour and appear likely to continue, the applicant shall immediately limit attendance and provide additional staffing use its best efforts to provide additional staffing to meet the requirements specified in Sections 4-18(7)(6) and 4-18(8)(7) or suspend the event until those requirements are met. Conversely, should actual attendance fall below the hourly estimates for a sustained period and appear likely to continue at reduced levels, the City Manager or his designee shall be authorized, but not required, to allow the applicant to reduce staffing to the minimum requirements specified in said sections.
Sec. 4-24. Limitation of sandy beach events on the same day.

Notwithstanding anything to the contrary herein, a permit for a sandy beach event shall not be issued if it would cause any one of the following limits to be exceeded during any one (1) calendar day:

A single sandy beach event with deemed attendance in excess of ten thousand (10,000) persons; or

Multiple sandy beach events with aggregate deemed attendance of twelve thousand (12,000) persons where the deemed attendance of no single event is greater than five thousand (5,000) persons; or

Multiple sandy beach events with aggregate deemed attendance of fifteen thousand (15,000) persons where the deemed attendance of no single event is greater than two thousand five hundred (2,500) persons;

A total of six (6) sandy beach events regardless of deemed attendance.

Permits shall be issued in the order that substantially complete applications with the required fee are filed.

Secs. 4-25—4-49. Reserved.

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City
Council of the City of Panama City Beach, Florida, this ___ day of _____________, 2014.

CITY OF PANAMA CITY BEACH

ATTEST:

By ____________________________

GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED IN _____________ ON THE ___ DAY OF ________, 2014.
POSTED ON pcbgov.com ON THE ___ DAY __________, 2014.

______________________________
CITY CLERK
REGULAR AGENDA
ITEM #7,

ORDINANCE 1323
ORDINANCE NO. 1323

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH
FURTHER AMENDING THE CITY OF PANAMA CITY BEACH
FIREFIGHTERS' RETIREMENT PLAN ADOPTED BY ORDINANCE
NUMBER 1157, AS SUBSEQUENTLY AMENDED; AMENDING
SECTION 5, CONTRIBUTIONS; REPEALING ALL ORDINANCES IN
CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA
CITY BEACH, FLORIDA;

SECTION 1: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by ordinance number 1157, as subsequently amended, is hereby further amended by amending Section 5, Contributions, subsection 1., Member Contributions, A. Amount, to read as follows:

SECTION 5. CONTRIBUTIONS.

1. Member Contributions.

A. **Amount.** Each Member of the System who does not make the election provided for in Section 6, Benefit Amounts and Eligibility, Subsection 1.B., shall be required to make regular contributions to the Fund in the amount of eight and one-tenth percent (8.1%) four and one-tenth percent (4.1%) of his Salary effective 11/20/14. Upon election prior to November 1, 2005 or at the time of employment, each Member of the System who elects to have the option to retire upon the completion of twenty-five (25) years of Credited Service regardless of age pursuant to Section 6, Benefit Amounts and Eligibility, subsection 1. B., shall be required to make regular contributions to the Fund in the amount of eleven and one-half percent (11.5%) seven and one-half percent (7.5%) of his Salary effective November 1, 2005 11/20/14 or at the time of employment, whichever is applicable. Any election made pursuant to this paragraph shall be made in writing in a time and manner determined by the Board and shall be irrevocable. Member Contributions withheld by the City on behalf of the Member shall be deposited with the Board at least immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.
B. **Method.** Such contributions shall be made by payroll deduction.

***

**SECTION 2:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 3:** That this Ordinance shall become effective upon its adoption.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____________, 2014.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this _____ day of _____________, 2014.

__________________________
MAYOR

PUBLISHED IN _________________ ON THE _____ DAY OF __________, 2014.

POSTED ON pcebgov.com ON THE _____ DAY OF __________, 2014.

__________________________
CITY CLERK
City of Panama City Beach
Firefighters' Pension Plan

Actuarial Impact Statement
as of October 1, 2013

Amends the Plan to Reduce Member Contributions by 4% per Year, to be Paid for by Premium Tax Revenues
Ms. Holly J. White  
City Clerk  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, FL  32407

Re:   Panama City Beach Firefighters' Pension Plan

Dear Ms. White:

In accordance with the City's request, we are pleased to present this report on the actuarial funding impact of a proposed change to the Pension Plan. The proposed change would decrease member contributions for the “Regular” and “25 and out” groups from 8.1% and 11.5% to 4.1% and 7.5% respectively. This change would be paid for by using excess Premium Tax Rebates. It is the intent that this reduction in contributions would only apply in years that the accumulated Tax Rebates set aside and the Additional Tax Revenues are sufficient to fund the reduction. The change would be effective October 1, 2014, and would apply only for members who are actively employed on or after that date. That this proposed change is funded by rebates is demonstrated by the fact that the State Minimum Required Contribution remains relatively unchanged.

This actuarial impact study was performed as of October 1, 2013, using the same actuarial basis as the actuarial valuation as of that date. The cost estimates provided in this report were developed as if the proposed plan change were effective for the plan/fiscal year beginning October 1, 2013. The presumption is that the relative impact will be the same if the plan change in fact does not apply until the 2014-2015 fiscal year.

This report includes a Summary of Major Plan Provisions and a description of the Actuarial Basis used in the valuation. We relied on employee and financial data provided by the City. The Actuarial Cost Method used is considered acceptable under the Rules of the Department of Administration, Division of Retirement, Chapter 60T-1, Local Retirement Systems' Actuarial Reports.

STATEMENT BY ENROLLED ACTUARY

This actuarial valuation and/or cost determination was prepared and completed by the undersigned or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise provided for in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

Stephen Lambert-Oswald, F.S.A., E.A., M.A.A.A.
Enrollment No. 14-07225

10/13/2014

Date
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discussion of Results</td>
<td>1</td>
</tr>
<tr>
<td>Valuation Results</td>
<td></td>
</tr>
<tr>
<td>Development of Normal Cost for State Minimum Required Contribution</td>
<td>3</td>
</tr>
<tr>
<td>State Minimum Required Contribution</td>
<td>4</td>
</tr>
<tr>
<td>Unfunded Frozen Initial and Supplemental Liabilities</td>
<td>5</td>
</tr>
<tr>
<td>Schedule Illustrating the Amortization of Unfunded Liabilities Existing This Date</td>
<td>6</td>
</tr>
<tr>
<td>Past Excess Contributions (State Requirements)</td>
<td>7</td>
</tr>
<tr>
<td>Pension Fund</td>
<td></td>
</tr>
<tr>
<td>Market Value of Assets</td>
<td>8</td>
</tr>
<tr>
<td>Reconciliation of Assets (Market Value)</td>
<td>9</td>
</tr>
<tr>
<td>Investment Gain/(Loss)</td>
<td>10</td>
</tr>
<tr>
<td>Actuarial Value of Assets</td>
<td>11</td>
</tr>
<tr>
<td>Allocation of Actuarial Value of Assets to the Reserve for Other Retirement Benefits (i.e., Excluding DROP)</td>
<td>12</td>
</tr>
<tr>
<td>Financial Accounting</td>
<td></td>
</tr>
<tr>
<td>Funded Status – Accrued Benefits (ASC 960)</td>
<td>13</td>
</tr>
<tr>
<td>Funding Status and Progress under Governmental Accounting Standards Board Statement #25 (GASB 25)</td>
<td>15</td>
</tr>
<tr>
<td>Annual Pension Cost and Net Pension Obligation under Governmental Accounting Standards Board Statement #27 (GASB 27)</td>
<td>16</td>
</tr>
<tr>
<td>Schedule of Contributions and Net Pension Obligation (GASB 27)</td>
<td>17</td>
</tr>
</tbody>
</table>
City of Panama City Beach
Firefighters’ Pension Plan

Member Data

Participant Data Summary ........................................................................................................... 18
Age and Service Distribution ........................................................................................................ 19

Information Required by State

Comparison of Actual vs. Assumed Salary Increases and Investment Returns ....................... 20
State Required Exhibit .................................................................................................................. 22
Reconciliation of DROP Participants and Assets ....................................................................... 25
History of Excess Premium Tax Revenues .................................................................................. 26

Basis for Valuation

Summary of Major Plan Provisions ............................................................................................... 27
Actuarial Basis ............................................................................................................................... 30
Actuarial Cost Method ................................................................................................................... 32
City of Panama City Beach  
Firefighters' Pension Plan  

Development of Normal Cost for  
State Minimum Required Contribution  

October 1, 2013  

1. Number of Participants  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active</td>
<td>27</td>
<td>27</td>
</tr>
<tr>
<td>Terminated with Vested Benefits</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Retirees and Beneficiaries</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>39</td>
<td>39</td>
</tr>
</tbody>
</table>

2. Participant's Compensation  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below Normal Retirement Age</td>
<td>$1,218,753</td>
<td>$1,218,753</td>
</tr>
<tr>
<td>Beyond Normal Retirement Age</td>
<td>$355,017</td>
<td>$355,017</td>
</tr>
<tr>
<td>Total</td>
<td>$1,573,770</td>
<td>$1,573,770</td>
</tr>
</tbody>
</table>

3. Present Value of Benefits  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active</td>
<td>$9,760,425</td>
<td>$9,760,425</td>
</tr>
<tr>
<td>Terminated with Vested Benefits</td>
<td>141,881</td>
<td>141,881</td>
</tr>
<tr>
<td>Retirees</td>
<td>4,854,605</td>
<td>4,854,605</td>
</tr>
<tr>
<td>Excess State Monies Reserve</td>
<td>156,118</td>
<td>156,118</td>
</tr>
<tr>
<td>Total</td>
<td>$14,913,029</td>
<td>$14,913,029</td>
</tr>
</tbody>
</table>

4. Unfunded Actuarial Accrued Liability  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,156,489</td>
<td>$1,156,489</td>
</tr>
</tbody>
</table>

5. Actuarial Value of Assets  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,487,060</td>
<td>$10,487,060</td>
</tr>
</tbody>
</table>

6. Past Excess Contributions  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$53,699</td>
<td>$53,699</td>
</tr>
</tbody>
</table>

7. Present Value of Future Employee Contributions  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$782,075</td>
<td>$433,306</td>
</tr>
</tbody>
</table>

8. Present Value of Future City Normal Costs  

\[ (3) - (4) - ([5] - [6]) - [7] \]  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,541,104</td>
<td>$2,889,873</td>
</tr>
</tbody>
</table>

9. Present Value of Future Compensation  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$9,548,955</td>
<td>$9,548,955</td>
</tr>
</tbody>
</table>

10. Normal Cost Rate  

\[ = (8) + (9) \]  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>26.61%</td>
<td>30.26%</td>
</tr>
</tbody>
</table>

11. Normal Cost  

\[ = (2a) \times (10) \]  

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$324,310</td>
<td>$368,795</td>
</tr>
</tbody>
</table>
City of Panama City Beach  
Firefighters' Pension Plan  

State Minimum Required Contribution  
October 1, 2013

<table>
<thead>
<tr>
<th>Plan Year Ended</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Normal Cost</td>
<td>$ 324,310</td>
<td>$ 368,795</td>
</tr>
<tr>
<td>2. Amortization of Actuarial Accrued Liability</td>
<td>$ 212,145</td>
<td>$ 212,145</td>
</tr>
<tr>
<td>3. Interest Adjustment on (1) and (2) for Quarterly Payment</td>
<td>$ 21,045</td>
<td>$ 22,790</td>
</tr>
<tr>
<td>4. Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Year Estimate Equal to Prior Year's Actual</td>
<td>$ 52,660</td>
<td>$ 52,660</td>
</tr>
<tr>
<td>Make-up for Shortfall in Prior Year's Estimate</td>
<td>(1,914)</td>
<td>(1,914)</td>
</tr>
<tr>
<td>Total</td>
<td>$ 50,746</td>
<td>$ 50,746</td>
</tr>
<tr>
<td>5. Estimated State Premium Tax Refund (Equal to Prior Year's Actual Refund and Excluding Excess Premium Tax Revenues That Have Not Been Used to Provide Additional Benefits)</td>
<td>$ 153,904</td>
<td>$ 198,946</td>
</tr>
<tr>
<td>6. Past Excess Contributions plus Interest Adjusted for Quarterly Payment</td>
<td>$ 55,806</td>
<td>$ 55,806</td>
</tr>
<tr>
<td>7. Minimum Required Contribution by City for Fiscal Year = (1) + (2) + (3) + (4) – (5) – (6)</td>
<td>$ 398,536</td>
<td>$ 399,724</td>
</tr>
<tr>
<td>8. Percent of Participants' Compensation Below Normal Retirement Age*</td>
<td>32.70%</td>
<td>32.80%</td>
</tr>
</tbody>
</table>

* Under a new state interpretation, the actual required contribution is based on this percentage of actual, not estimated, Participants' Compensation Below Normal Retirement Age.
City of Panama City Beach  
Firefighters' Pension Plan

Unfunded Frozen Initial and Supplemental Liabilities  
October 1, 2013

<table>
<thead>
<tr>
<th></th>
<th>Initial Amount to be Amortized</th>
<th>Beginning Amortization Period</th>
<th>Original Amortization Period (Years)</th>
<th>Years Remaining</th>
<th>(BOY) Annual Amortization Amount</th>
<th>Unamortized Balance as of 10/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redetermined Liability (Fresh Start)</td>
<td>$1,271,134</td>
<td>10/01/2008</td>
<td>17</td>
<td>12</td>
<td>$129,021</td>
<td>$1,050,097</td>
</tr>
<tr>
<td>Benefit Improvement*</td>
<td>467,395</td>
<td>10/01/2008</td>
<td>7</td>
<td>2</td>
<td>83,124</td>
<td>160,091</td>
</tr>
</tbody>
</table>

$212,145

1. Unamortized Balance as of 10/1/2013 $1,210,188
2. Past Excess Contributions 53,699
3. Remaining Unfunded Liabilities = (1) - (2) $1,156,489

* Increase in Multiplier from 3.00% to 3.35% ($790,399), plus unamortized balance ($47,089) of prior benefit improvement (Supplemental Benefit of $350 per month), less Cumulative Set Aside for Future Improvements ($370,093)
City of Panama City Beach  
Firefighters' Pension Plan  

Schedule Illustrating the Amortization of Unfunded Liabilities Existing This Date  
October 1, 2013

<table>
<thead>
<tr>
<th>October 1</th>
<th>Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>$1,156,489</td>
</tr>
<tr>
<td>2014</td>
<td>1,019,891</td>
</tr>
<tr>
<td>2015</td>
<td>872,366</td>
</tr>
<tr>
<td>2016</td>
<td>802,813</td>
</tr>
<tr>
<td>2019</td>
<td>558,951</td>
</tr>
<tr>
<td>2020</td>
<td>464,324</td>
</tr>
<tr>
<td>2021</td>
<td>501,470</td>
</tr>
</tbody>
</table>

The first figure is the Unfunded Frozen Initial and Supplemental Liabilities as of the current valuation date. For each year thereafter, the preceding year's Unfunded Liability is reduced by the annual amortization amount shown on the page titled History of Unfunded Frozen and Supplemental Liabilities and increased with interest at 8.00% per annum.

Thus the remaining amortization period as of the October 1, 2013, valuation is 2022 less 2013, or 9 years.
City of Panama City Beach
Firefighters' Pension Plan

Past Excess Contributions (State Requirements)

October 1, 2013

<table>
<thead>
<tr>
<th></th>
<th>09/30/2012</th>
<th>9/30/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Charges:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deficiency Brought Forward</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Normal Cost</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Expenses (Estimated and Make up)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Amortization of Frozen Initial and Supplemental Liabilities</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Required City Contribution, per State*</td>
<td>298,614</td>
<td>529,192</td>
</tr>
<tr>
<td>State (Estimated)</td>
<td>153,904</td>
<td>153,904</td>
</tr>
<tr>
<td>Interest</td>
<td>14,846</td>
<td>24,657</td>
</tr>
<tr>
<td><strong>Total Charges</strong></td>
<td>$ 467,364</td>
<td>$ 707,753</td>
</tr>
</tbody>
</table>

| **Credits:**             |            |           |
| Excess Contribution Brought Forward | $ 172,926 | $ 284,059 |
| City Contributions       | 392,240    | 285,661   |
| State Contributions (Excluding Excess Premium Tax Revenues That Have Not Been Used to Provide Additional Benefits) | 153,904 | 153,904 |
| Interest                 | 32,353     | 37,828    |
| **Total Credits**        | $ 751,423  | $ 761,452 |

**Balance:**

| Excess Contribution Carried Forward | $ 284,059 | $ 53,699 |
| Deficiency Carried Forward         | $ -       | $ -       |

*Under a new state interpretation, the actual required contribution is based on the required contribution rate times actual Participants' Compensation Below Normal Retirement Age for the Plan Year. See the "State Required Exhibit" for this determination.
## City of Panama City Beach
### Firefighters' Pension Plan

## Market Value of Assets

**October 1, 2013**

<table>
<thead>
<tr>
<th>Assets:</th>
<th>10/01/2012</th>
<th>10/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$ 363,319.36</td>
<td>$ 577,990.22</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Government and Corporate Bond Funds</td>
<td>2,988,996.26</td>
<td>2,971,182.15</td>
</tr>
<tr>
<td>Real Estate and Equity Funds</td>
<td>6,516,572.03</td>
<td>8,219,718.58</td>
</tr>
<tr>
<td>Due from City Funds</td>
<td>18,461.26</td>
<td>-</td>
</tr>
<tr>
<td>Due from State of Florida</td>
<td>53,112.15</td>
<td>48,217.29</td>
</tr>
<tr>
<td>Accrued Interest</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous Receivable</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$ 9,940,461.06</td>
<td>$ 11,817,108.24</td>
</tr>
</tbody>
</table>

### Liabilities and Fund Balance:

<table>
<thead>
<tr>
<th>Liabilities:</th>
<th>10/01/2012</th>
<th>10/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>$ (17,863.85)</td>
<td>$ (15,076.78)</td>
</tr>
<tr>
<td>Refunds or Benefits Payable</td>
<td>-</td>
<td>(50,785.00)</td>
</tr>
<tr>
<td>Due Other Funds</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>$ (17,863.85)</td>
<td>$ (65,861.78)</td>
</tr>
</tbody>
</table>

Pension Fund Balance:        | $ 9,922,597.21   | $ 11,751,246.46  |
# City of Panama City Beach Firefighters' Pension Plan

## Reconciliation of Assets (Market Value)

October 1, 2013

<table>
<thead>
<tr>
<th></th>
<th>09/30/2012</th>
<th>09/30/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Contributions</td>
<td>$392,240.46</td>
<td>$285,661.13</td>
</tr>
<tr>
<td>Employee Contributions</td>
<td>144,022.60</td>
<td>149,826.47</td>
</tr>
<tr>
<td>State Contributions</td>
<td>203,764.69</td>
<td>198,946.32</td>
</tr>
<tr>
<td>Repayment of Contributions</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interest &amp; Dividends</td>
<td>203,473.50</td>
<td>245,490.34</td>
</tr>
<tr>
<td>Unrealized/Realized Gains (Losses)</td>
<td>1,323,939.78</td>
<td>1,215,603.98</td>
</tr>
<tr>
<td>Commissions</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$2,267,441.03</td>
<td>$2,095,528.24</td>
</tr>
</tbody>
</table>

| **Expenses:**        |             |             |
| Pension Payments     | $148,573.74 | $214,218.64 |
| Contribution Refunds | -           | -           |
| DROP Payments        | 224,421.75  | -           |
| Investment Expenses  | 31,614.78   | 27,460.23   |
| Other Expenses       | 22,959.21   | 25,200.11   |
| **Total Expenses**   | $427,569.46 | $266,878.98 |

| **Net Income:**      | $1,839,871.55 | $1,828,649.26 |
| **Fund Balance, Beginning of Year:** | $8,082,725.65 | $9,922,597.20 |
| **Fund Balance, End of Year:** | $9,922,597.20 | $11,751,246.46 |
### Investment Gain/(Loss)

**October 1, 2013**

1. **Date of Actuarial Value of Assets:**
   - 10/01/2013
   - 10/01/2012
   - 10/01/2011
   - 10/01/2010

2. **Market Value as of Prior Year (including receivable contributions)**
   - $9,922,597
   - $8,082,726
   - $7,496,023
   - $6,206,963

3. **Receivable Contribution included above**
   - $ -
   - $ -
   - $ -
   - $ -

4. **Market Value Excluding Receivable (2) - (3)**
   - $9,922,597
   - $8,082,726
   - $7,496,023
   - $6,206,963

5. **Employer, Employee & State Contributions**
   (made for the year, i.e., excluding the receivable contribution, item (3), but including contributions made after the end of the year with no expected return thereon)
   - $634,434
   - $740,028
   - $745,670
   - $686,027

6. **Benefit Distributions**
   - $214,219
   - $372,995
   - $61,204
   - $55,304

7. **Administrative Expenses**
   - $52,660
   - $54,574
   - $74,085
   - $68,119

8. **Expected Return %**
   - 8.00%
   - 8.00%
   - 8.00%
   - 8.00%

   a. **Item (4) for 1 year**
      - $793,808
      - $646,618
      - $599,682
      - $496,557
   b. **Item (3) for partial & (5) for 1/2 year**
      - 24,889
      - 29,032
      - 29,253
      - 26,913
   c. **Item (6) for 1/2 year**
      - (8,404)
      - (14,633)
      - (2,401)
      - (2,170)
   d. **Item (7) for 1/2 year**
      - (2,066)
      - (2,141)
      - (2,066)
      - (2,672)

   **Total**
   - $808,227
   - $658,876
   - $623,628
   - $518,628

9. **Expected Market Value**
   (2)+(5)-(6)-(7)+(8)
   - $11,098,379
   - $9,054,060
   - $8,730,032
   - $7,288,196

10. **Actual Market Value this Year**
    (including receivable contributions)
    - $11,751,246
    - $9,922,597
    - $8,082,726
    - $7,496,023

11. **Investment Gain/(Loss) from Experience**
    - $652,867
    - $868,537
    - $647,306
    - $207,827
City of Panama City Beach  
Firefighters' Pension Plan  

Actuarial Value of Assets  
October 1, 2013  

5-YEAR SMOOTHED MARKET VALUE WITHOUT PHASE-IN  
10/01/2013  

1. Market Value of Assets  $ 11,751,246  

2. Investment Gains/(Losses) for Four Prior Years  
   a. Oct-12  $ 652,867  
   b. Oct-11  868,537  
   c. Oct-10  (647,306)  
   d. Oct-09  207,827  

3. Unrecognized Investment Gains/(Losses)  
   a. Oct-12  80% of (2)(a)  $ 522,294  
   b. Oct-11  60% of (2)(b)  521,122  
   c. Oct-10  40% of (2)(c)  (258,922)  
   d. Oct-09  20% of (2)(d)  41,565  
   e. Total: (a)+(b)+(c)+(d)  $ 826,059  

4. Preliminary Actuarial Value of Assets = (1) - (3)(e)  $ 10,925,187  

5. Adjustment to be within 20% of market value  
   $ -  

6. Actuarial Value of Assets = (4) + (5)  $ 10,925,187
City of Panama City Beach
Firefighters' Pension Plan

Allocation of Actuarial Value of Assets to the
Reserve for Other Retirement Benefits (i.e., Excluding DROP)
October 1, 2013

<table>
<thead>
<tr>
<th></th>
<th>Actuarial Value Allocated in Proportion to Market Value</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for DROP</td>
<td>$ 438,127</td>
<td>$ 471,254</td>
</tr>
<tr>
<td>Reserve for Other Retirement Benefits</td>
<td>10,487,060</td>
<td>11,279,392</td>
</tr>
<tr>
<td>Total Fund Balances</td>
<td>$ 10,925,187</td>
<td>$ 11,751,246</td>
</tr>
</tbody>
</table>
City of Panama City Beach
Firefighters' Pension Plan

Funded Status – Accrued Benefits (ASC 960)

October 1, 2013

Generally the best measures of the Funded Status of a defined benefit plan are considered to be the levels of funding of the Actuarial Present Values of Accumulated Plan Benefits and Vested Benefits. Accumulated Plan Benefits are those future benefit payments that are attributable under the plan’s provisions to employees’ service rendered prior to the valuation date. Accumulated Plan Benefits are based on employees’ actual pay histories, or estimates thereof; possible future salary increases or changes in Social Security levels are not recognized. Vested Benefits are those benefits which are nonforfeitable under the plan’s vesting provisions.

The Actuarial Present Value of Accumulated Plan Benefits is the amount resulting from the application of actuarial assumptions to the Accumulated Plan Benefits to reflect the time value of money and the probabilities of death, disability, withdrawal and retirement. Underlying these assumptions (described on the Actuarial Basis page) is an assumption of an ongoing plan. Since most Accumulated Plan Benefits are generally synonymous with "Accrued Benefits" as defined in the plan, the Actuarial Present Value of Accumulated Plan Benefits has also been called the Present Value of Accrued Benefits.

<table>
<thead>
<tr>
<th>NET ASSETS AVAILABLE FOR BENEFITS*</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 10,487,060</td>
<td>$ 10,487,060</td>
</tr>
</tbody>
</table>

ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

Vested Benefits

- Participants Currently Receiving Payments $ 4,854,605 $ 4,854,605
- All Other Participants 5,608,359 5,608,359

TOTAL VESTED BENEFITS $ 10,462,964 $ 10,462,964

Percent Funded 100% 100%

NONVESTED BENEFITS

985,375 985,375

EXCESS STATE MONIES RESERVE

156,118 156,118

TOTAL ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS $ 11,604,457 $ 11,604,457

Percent Funded 90% 90%

* Actuarial Value of Assets
City of Panama City Beach
Firefighters' Pension Plan

Funded Status – Accrued Benefits (ASC 960) (Continued)

October 1, 2013

<table>
<thead>
<tr>
<th>Description</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS AS OF PRIOR VALUATION DATE</td>
<td>$ 10,653,128</td>
<td>$ 10,653,128</td>
</tr>
<tr>
<td>Increase (Decrease) During the Year Attributable to:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase for Interest Due to the Decrease in the Discount Period</td>
<td>$ 843,681</td>
<td>$ 843,681</td>
</tr>
<tr>
<td>Benefits Paid</td>
<td>(214,219)</td>
<td>(214,219)</td>
</tr>
<tr>
<td>Benefits Accumulated, Turnover, Other Experience</td>
<td>321,867</td>
<td>321,867</td>
</tr>
<tr>
<td>Change in Actuarial Assumptions</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Plan Amendment</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net Increase (Decrease)</td>
<td>$ 951,329</td>
<td>$ 951,329</td>
</tr>
</tbody>
</table>

ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS AS OF CURRENT VALUATION DATE

<table>
<thead>
<tr>
<th>Description</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 11,604,457</td>
<td>$ 11,604,457</td>
<td>$ 11,604,457</td>
</tr>
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</table>
City of Panama City Beach
Firefighters' Pension Plan

Funding Status and Progress Under
Governmental Accounting Standards Board Statement #25 (GASB 25)

October 1, 2013

<table>
<thead>
<tr>
<th>Actuarial Valuation Date</th>
<th>Actuarial Value of Assets a</th>
<th>Actual Present Value of Future Benefits b1</th>
<th>Present Value of Future Employee Contributions b2</th>
<th>Present Value of Future City Normal Costs b3</th>
<th>Past Excess Contributions b4</th>
<th>Actuarial Accrued Liability b5</th>
<th>Funded Ratio a(b5)</th>
<th>Covered Payroll c</th>
<th>Unfunded as a Percent of Covered Payroll (b5-a)c</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/1994</td>
<td>$838,965</td>
<td>$1,588,853</td>
<td>272,249</td>
<td>$477,039</td>
<td>N/A</td>
<td>$838,965</td>
<td>0.0%</td>
<td>$554,177</td>
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</tr>
<tr>
<td>10/01/1995</td>
<td>1,082,173</td>
<td>1,844,171</td>
<td>245,146</td>
<td>516,852</td>
<td>N/A</td>
<td>1,082,173</td>
<td>0.0%</td>
<td>600,717</td>
<td>0.0%</td>
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<tr>
<td>10/01/1996</td>
<td>1,345,686</td>
<td>1,915,136</td>
<td>236,027</td>
<td>333,424</td>
<td>N/A</td>
<td>1,345,686</td>
<td>0.0%</td>
<td>591,123</td>
<td>0.0%</td>
</tr>
<tr>
<td>10/01/1997</td>
<td>1,792,709</td>
<td>2,166,684</td>
<td>250,674</td>
<td>379,395</td>
<td>256,094</td>
<td>1,792,709</td>
<td>0.0%</td>
<td>646,834</td>
<td>0.0%</td>
</tr>
<tr>
<td>10/01/1998</td>
<td>1,990,809</td>
<td>2,671,997</td>
<td>279,495</td>
<td>677,486</td>
<td>275,863</td>
<td>1,990,809</td>
<td>0.0%</td>
<td>750,386</td>
<td>0.0%</td>
</tr>
<tr>
<td>10/01/1999</td>
<td>2,268,436</td>
<td>3,116,709</td>
<td>320,515</td>
<td>749,928</td>
<td>252,170</td>
<td>2,268,436</td>
<td>0.0%</td>
<td>878,159</td>
<td>0.0%</td>
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<tr>
<td>10/01/2000</td>
<td>2,670,486</td>
<td>3,711,823</td>
<td>452,380</td>
<td>841,471</td>
<td>252,414</td>
<td>2,670,486</td>
<td>0.0%</td>
<td>829,019</td>
<td>0.0%</td>
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<tr>
<td>10/01/2001</td>
<td>2,456,292</td>
<td>4,153,384</td>
<td>480,017</td>
<td>1,181,009</td>
<td>240,431</td>
<td>2,456,292</td>
<td>0.0%</td>
<td>853,005</td>
<td>33.5%</td>
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<tr>
<td>10/01/2002</td>
<td>2,825,867</td>
<td>4,512,761</td>
<td>496,603</td>
<td>901,154</td>
<td>115,040</td>
<td>2,825,867</td>
<td>0.0%</td>
<td>838,009</td>
<td>48.3%</td>
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<tr>
<td>10/01/2003</td>
<td>3,013,524</td>
<td>4,953,458</td>
<td>514,256</td>
<td>954,871</td>
<td>20,519</td>
<td>3,013,524</td>
<td>0.0%</td>
<td>900,721</td>
<td>54.5%</td>
</tr>
<tr>
<td>10/01/2004</td>
<td>3,323,947</td>
<td>5,435,633</td>
<td>516,032</td>
<td>1,115,992</td>
<td>12,003</td>
<td>3,323,947</td>
<td>0.0%</td>
<td>950,004</td>
<td>51.8%</td>
</tr>
<tr>
<td>10/01/2005</td>
<td>3,743,331</td>
<td>5,943,476</td>
<td>502,068</td>
<td>1,218,652</td>
<td>9,803</td>
<td>3,743,331</td>
<td>0.0%</td>
<td>986,895</td>
<td>49.6%</td>
</tr>
<tr>
<td>10/01/2006</td>
<td>4,358,938</td>
<td>6,762,823</td>
<td>554,166</td>
<td>1,379,461</td>
<td>12,787</td>
<td>4,358,938</td>
<td>0.0%</td>
<td>955,056</td>
<td>49.5%</td>
</tr>
<tr>
<td>10/01/2007</td>
<td>5,251,015</td>
<td>8,069,331</td>
<td>671,448</td>
<td>1,743,988</td>
<td>41,239</td>
<td>5,251,015</td>
<td>0.0%</td>
<td>1,030,342</td>
<td>42.1%</td>
</tr>
<tr>
<td>10/01/2008</td>
<td>6,115,065</td>
<td>9,572,002</td>
<td>705,822</td>
<td>1,124,233</td>
<td>57,060</td>
<td>6,115,065</td>
<td>0.0%</td>
<td>1,127,066</td>
<td>149.0%</td>
</tr>
<tr>
<td>10/01/2009</td>
<td>6,857,541</td>
<td>10,926,046</td>
<td>809,220</td>
<td>1,784,671</td>
<td>86,987</td>
<td>6,857,541</td>
<td>0.0%</td>
<td>1,363,753</td>
<td>114.5%</td>
</tr>
<tr>
<td>10/01/2010</td>
<td>7,721,149</td>
<td>11,676,367</td>
<td>799,676</td>
<td>1,781,801</td>
<td>68,651</td>
<td>7,721,149</td>
<td>0.0%</td>
<td>1,240,477</td>
<td>119.8%</td>
</tr>
<tr>
<td>10/01/2011</td>
<td>8,498,360</td>
<td>12,946,237</td>
<td>765,949</td>
<td>2,599,663</td>
<td>172,926</td>
<td>8,498,360</td>
<td>0.0%</td>
<td>1,281,165</td>
<td>99.4%</td>
</tr>
<tr>
<td>10/01/2012</td>
<td>9,356,187</td>
<td>14,025,213</td>
<td>813,937</td>
<td>3,090,518</td>
<td>284,059</td>
<td>9,356,187</td>
<td>0.0%</td>
<td>1,351,699</td>
<td>77.6%</td>
</tr>
<tr>
<td>10/01/2013</td>
<td>10,487,080</td>
<td>14,913,029</td>
<td>433,306</td>
<td>2,868,873</td>
<td>53,699</td>
<td>10,487,080</td>
<td>0.0%</td>
<td>1,218,753</td>
<td>94.9%</td>
</tr>
</tbody>
</table>

* Actuarial Accrued Liability equals the excess of the Present Value of Future Benefits (b1) over the sum of the Present Value of Future Employee Contributions and the Present Value of Future City Normal Cost (b2 + b3), plus the Past Excess Contributions (b4).
# City of Panama City Beach
## Firefighters' Pension Plan

### Annual Pension Cost and Net Pension Obligation Under Governmental Accounting Standards Board Statement #27 (GASB 27)

October 1, 2013

<table>
<thead>
<tr>
<th>Annual Required Contribution (ARC):</th>
<th>Final</th>
<th>Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>09/30/2013</td>
<td>9/30/2014</td>
</tr>
<tr>
<td>1. Normal Cost (as for State Minimum Required Contribution)</td>
<td>N/A</td>
<td>$324,310</td>
</tr>
<tr>
<td>2. Net Amortization Charge</td>
<td>N/A</td>
<td>$212,145</td>
</tr>
<tr>
<td>3. Expenses</td>
<td>N/A</td>
<td>$50,746</td>
</tr>
<tr>
<td>4. Minimum Required City Contribution*</td>
<td>240,706</td>
<td>N/A</td>
</tr>
<tr>
<td>5. State (Estimated)</td>
<td>153,904</td>
<td>N/A</td>
</tr>
<tr>
<td>6. Interest on (1) and (2) for Quarterly Payment</td>
<td>N/A</td>
<td>$21,045</td>
</tr>
<tr>
<td>7. Total = Annual Required Contribution</td>
<td>$394,610</td>
<td>$608,246</td>
</tr>
</tbody>
</table>

### Annual Pension Cost (APC):

<table>
<thead>
<tr>
<th></th>
<th>Final</th>
<th>Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Annual Required Contribution</td>
<td>$394,610</td>
<td>$608,246</td>
</tr>
<tr>
<td>2. Interest on the Net Pension Obligation</td>
<td>(40,872)</td>
<td>(45,849)</td>
</tr>
<tr>
<td>3. Adjustment to the Annual Required Contribution**</td>
<td>71,014</td>
<td>81,335</td>
</tr>
<tr>
<td>4. Annual Pension Cost = (1) + (2) + (3)</td>
<td>$424,752</td>
<td>$643,732</td>
</tr>
</tbody>
</table>

### Net Pension Obligation (NPO):

<table>
<thead>
<tr>
<th></th>
<th>Final</th>
<th>Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Net Pension Obligation at End of Prior Year</td>
<td>$(510,905)</td>
<td>$(573,108)</td>
</tr>
<tr>
<td>2. Annual Pension Cost</td>
<td>$424,752</td>
<td>$643,732</td>
</tr>
<tr>
<td>3. Actual Employer Contribution (City and State)</td>
<td>$484,607</td>
<td>Pending</td>
</tr>
<tr>
<td>4. Change in Net Pension Obligation = (2) – (3)</td>
<td>$(59,855)</td>
<td>Pending</td>
</tr>
<tr>
<td>5. Interest on (4) to End of Year</td>
<td>$(2,348)</td>
<td>Pending</td>
</tr>
</tbody>
</table>

### Average Remaining Service Life of Active Members

<table>
<thead>
<tr>
<th></th>
<th>Final</th>
<th>Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Remaining Service Life of Active Members</td>
<td>7.770</td>
<td>7.610</td>
</tr>
</tbody>
</table>

*Under a new state interpretation, the actual required contribution is based on a percentage of actual, not projected, Participants’ Compensation Below Normal Retirement Age.

**The Net Pension Obligation as of the beginning of the year is amortized as a level dollar amount over the Average Remaining Service Life of Active Members.
## City of Panama City Beach
### Firefighters' Pension Plan

### Schedule of Contributions and Net Pension Obligation (GASB 27)

**October 1, 2013**

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Annual Required Cost (ARC)*</th>
<th>City and State Contributions Made</th>
<th>Percentage of ARC Contributed b / a</th>
<th>Annual Pension Cost (APC) c</th>
<th>Percentage of APC Contributed b / c</th>
<th>Net Pension Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/30/1995</td>
<td>$55,659</td>
<td>$87,487</td>
<td>157.2%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>09/30/1996</td>
<td>80,706</td>
<td>116,248</td>
<td>144.0%</td>
<td>N/A</td>
<td>N/A</td>
<td>(182,467)</td>
</tr>
<tr>
<td>09/30/1997</td>
<td>57,475</td>
<td>112,110</td>
<td>195.1%</td>
<td>57,475</td>
<td>195.1%</td>
<td>(237,102)</td>
</tr>
<tr>
<td>09/30/1998</td>
<td>74,245</td>
<td>70,780</td>
<td>95.3%</td>
<td>76,795</td>
<td>92.2%</td>
<td>(231,087)</td>
</tr>
<tr>
<td>09/30/1999</td>
<td>116,826</td>
<td>68,351</td>
<td>56.5%</td>
<td>120,389</td>
<td>56.8%</td>
<td>(179,049)</td>
</tr>
<tr>
<td>09/30/2000</td>
<td>134,348</td>
<td>113,877</td>
<td>84.8%</td>
<td>146,196</td>
<td>77.9%</td>
<td>(145,462)</td>
</tr>
<tr>
<td>09/30/2001</td>
<td>130,935</td>
<td>98,998</td>
<td>75.6%</td>
<td>140,108</td>
<td>70.7%</td>
<td>(102,739)</td>
</tr>
<tr>
<td>09/30/2002</td>
<td>243,823</td>
<td>107,857</td>
<td>44.2%</td>
<td>253,270</td>
<td>42.5%</td>
<td>48,586</td>
</tr>
<tr>
<td>09/30/2003</td>
<td>221,505</td>
<td>121,897</td>
<td>54.9%</td>
<td>218,437</td>
<td>55.7%</td>
<td>149,121</td>
</tr>
<tr>
<td>09/30/2004</td>
<td>241,386</td>
<td>231,912</td>
<td>96.0%</td>
<td>231,549</td>
<td>100.0%</td>
<td>149,056</td>
</tr>
<tr>
<td>09/30/2005</td>
<td>284,229</td>
<td>281,189</td>
<td>99.9%</td>
<td>273,681</td>
<td>102.7%</td>
<td>141,253</td>
</tr>
<tr>
<td>09/30/2006</td>
<td>279,765</td>
<td>313,856</td>
<td>112.2%</td>
<td>269,273</td>
<td>116.6%</td>
<td>94,921</td>
</tr>
<tr>
<td>09/30/2007</td>
<td>319,200</td>
<td>469,262</td>
<td>147.0%</td>
<td>311,462</td>
<td>150.7%</td>
<td>(69,069)</td>
</tr>
<tr>
<td>09/30/2008</td>
<td>360,188</td>
<td>587,297</td>
<td>163.1%</td>
<td>364,271</td>
<td>161.2%</td>
<td>(300,844)</td>
</tr>
<tr>
<td>09/30/2009</td>
<td>479,613</td>
<td>508,381</td>
<td>106.0%</td>
<td>499,090</td>
<td>101.9%</td>
<td>(310,499)</td>
</tr>
<tr>
<td>09/30/2010</td>
<td>533,688</td>
<td>540,160</td>
<td>101.2%</td>
<td>557,520</td>
<td>96.9%</td>
<td>(292,458)</td>
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<tr>
<td>09/30/2011</td>
<td>475,182</td>
<td>595,602</td>
<td>125.3%</td>
<td>504,322</td>
<td>118.1%</td>
<td>(387,319)</td>
</tr>
<tr>
<td>09/30/2012</td>
<td>452,518</td>
<td>596,005</td>
<td>131.7%</td>
<td>477,084</td>
<td>124.9%</td>
<td>(510,905)</td>
</tr>
<tr>
<td>09/30/2013</td>
<td>394,610</td>
<td>484,607</td>
<td>122.8%</td>
<td>424,752</td>
<td>114.1%</td>
<td>(573,108)</td>
</tr>
<tr>
<td>09/30/2014</td>
<td>** 608,246</td>
<td>Pending</td>
<td>Pending</td>
<td>643,732</td>
<td>Pending</td>
<td>Pending</td>
</tr>
</tbody>
</table>

* Does not include credit for Past Excess Contributions

** Estimated
### City of Panama City Beach
Firefighters' Pension Plan

#### Participant Data Summary

**October 1, 2013**

<table>
<thead>
<tr>
<th></th>
<th>Active</th>
<th>DROP</th>
<th>Vested</th>
<th>Disabled</th>
<th>Retired</th>
<th>Beneficiaries</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>October 1, 2012</strong></td>
<td>29</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>-</td>
<td>40</td>
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<tr>
<td>New Entrants</td>
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</tr>
<tr>
<td>Retirements</td>
<td>(1)</td>
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<tr>
<td>Disabilities</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terminationa) with refund</td>
<td>(1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) without refund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DROP enrolments</td>
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</tr>
<tr>
<td>Deaths</td>
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</tr>
<tr>
<td>a) with beneficiaries</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) without beneficiaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefits Expired</td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>October 1, 2013</strong></td>
<td>27</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>5</td>
<td>-</td>
<td>156,157</td>
</tr>
<tr>
<td><strong>Average Age</strong></td>
<td>37.2</td>
<td>55.9</td>
<td>48.2</td>
<td>47.3</td>
<td>59.3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Active Participants as of 10/01/2012

<table>
<thead>
<tr>
<th></th>
<th>Males</th>
<th>Females</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Participants</td>
<td>29</td>
<td>0</td>
<td>29</td>
</tr>
<tr>
<td>Average Age Nearest Birthday</td>
<td>37.1</td>
<td>n/a</td>
<td>37.1</td>
</tr>
<tr>
<td>Average Completed Years of Service</td>
<td>11.1</td>
<td>n/a</td>
<td>11.1</td>
</tr>
<tr>
<td>Average Compensation for Prior Year</td>
<td>$52,067</td>
<td>n/a</td>
<td>$52,067</td>
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</table>

#### Active Participants as of 10/01/2013

<table>
<thead>
<tr>
<th></th>
<th>Males</th>
<th>Females</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Participants</td>
<td>27</td>
<td>0</td>
<td>27</td>
</tr>
<tr>
<td>Average Age Nearest Birthday</td>
<td>37.2</td>
<td>n/a</td>
<td>37.2</td>
</tr>
<tr>
<td>Average Completed Years of Service</td>
<td>11.8</td>
<td>n/a</td>
<td>11.8</td>
</tr>
<tr>
<td>Average Compensation for Prior Year</td>
<td>$54,988</td>
<td>n/a</td>
<td>$54,988</td>
</tr>
</tbody>
</table>
### City of Panama City Beach
### Firefighters' Pension Plan

#### Age and Service Distribution

**October 1, 2013**

<table>
<thead>
<tr>
<th>Age</th>
<th>0-4</th>
<th>5-9</th>
<th>10-14</th>
<th>15-19</th>
<th>20-24</th>
<th>25-29</th>
<th>30+</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 25</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0</td>
</tr>
<tr>
<td>25-29</td>
<td>3</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5</td>
</tr>
<tr>
<td>30-34</td>
<td>2</td>
<td>5</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td>35-39</td>
<td>1</td>
<td>-</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>40-44</td>
<td>-</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>1</td>
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<td>8</td>
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<tr>
<td>45-49</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>1</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>50-54</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>1</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>55-59</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0</td>
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<tr>
<td>60-64</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0</td>
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<tr>
<td>65 and over</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0</td>
</tr>
</tbody>
</table>

Total: 6 9 4 1 4 3 0 27
# City of Panama City Beach
## Firefighters' Pension Plan

### Comparison of Actual vs. Assumed Salary Increases and Investment Returns

**October 1, 2013**

**Salary Increases**

<table>
<thead>
<tr>
<th>Year Ended September 30,</th>
<th>Actual</th>
<th>Assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1989</td>
<td>6.00% *</td>
<td>6.0%</td>
</tr>
<tr>
<td>1990</td>
<td>11.3%</td>
<td>6.0%</td>
</tr>
<tr>
<td>1991</td>
<td>8.1%</td>
<td>6.0%</td>
</tr>
<tr>
<td>1992</td>
<td>19.9%</td>
<td>6.0%</td>
</tr>
<tr>
<td>1993</td>
<td>8.0%</td>
<td>6.0%</td>
</tr>
<tr>
<td>1994</td>
<td>5.5%</td>
<td>6.0%</td>
</tr>
<tr>
<td>1995</td>
<td>6.5%</td>
<td>6.0%</td>
</tr>
<tr>
<td>1996</td>
<td>5.9%</td>
<td>6.0%</td>
</tr>
<tr>
<td>1997</td>
<td>5.7%</td>
<td>6.0%</td>
</tr>
<tr>
<td>1998</td>
<td>15.5%</td>
<td>6.0%</td>
</tr>
<tr>
<td>1999</td>
<td>10.1%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2000</td>
<td>1.3%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2001</td>
<td>9.5%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2002</td>
<td>9.3%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2003</td>
<td>3.7%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2004</td>
<td>5.8%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2005</td>
<td>3.9%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2006</td>
<td>8.6%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2007</td>
<td>4.2%</td>
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<tr>
<td>2008</td>
<td>9.7%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2009</td>
<td>13.2%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2010</td>
<td>0.6%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2011</td>
<td>8.8%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2012</td>
<td>4.1%</td>
<td>6.0%</td>
</tr>
<tr>
<td>2013</td>
<td>6.5%</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

**Last 5 Years, Compounded**

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6.6%</td>
<td>6.0%</td>
</tr>
</tbody>
</table>

Each figure is the rate of increase in weighted average compensation from the prior year, as reported for the actuarial valuations. The average includes only continuing active employees who have a full year of compensation in both the current and prior years, based on their reported dates of employment. Prior to September 30, 2001, employees with less than a full year of compensation in the prior year were also included by annualizing their compensation on a pro rata basis.

* Reflects change in the definition of Compensation for benefit purposes
City of Panama City Beach
Firefighters' Pension Plan

Comparison of Actual vs. Assumed Salary
Increases and Investment Returns (Continued)

October 1, 2013

Investment Return

<table>
<thead>
<tr>
<th>Year Ended September 30,</th>
<th>Actual</th>
<th>Assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1989</td>
<td>6.18%</td>
<td>8.0%</td>
</tr>
<tr>
<td>1990</td>
<td>2.42%</td>
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<tr>
<td>1991</td>
<td>2.98%</td>
<td>8.0%</td>
</tr>
<tr>
<td>1992</td>
<td>26.77%</td>
<td>8.0%</td>
</tr>
<tr>
<td>1993</td>
<td>11.52%</td>
<td>8.0%</td>
</tr>
<tr>
<td>1994</td>
<td>0.18%</td>
<td>8.0%</td>
</tr>
<tr>
<td>1995</td>
<td>16.21%</td>
<td>8.0%</td>
</tr>
<tr>
<td>1996</td>
<td>13.29%</td>
<td>8.0%</td>
</tr>
<tr>
<td>1997</td>
<td>24.15%</td>
<td>8.0%</td>
</tr>
<tr>
<td>1998</td>
<td>7.01%</td>
<td>8.0%</td>
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<tr>
<td>1999</td>
<td>12.22%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2000</td>
<td>10.58%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2001</td>
<td>(5.13%)</td>
<td>8.0%</td>
</tr>
<tr>
<td>2002</td>
<td>(4.07%)</td>
<td>8.0%</td>
</tr>
<tr>
<td>2003</td>
<td>3.63%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2004</td>
<td>3.88%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2005</td>
<td>4.84%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2006</td>
<td>7.85%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2007</td>
<td>10.19%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2008</td>
<td>6.24%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2009</td>
<td>4.24%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2010</td>
<td>4.80%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2011</td>
<td>3.74%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2012</td>
<td>5.13%</td>
<td>8.0%</td>
</tr>
<tr>
<td>2013</td>
<td>9.84%</td>
<td>8.0%</td>
</tr>
</tbody>
</table>

Last 5 Years, Compounded  5.53%  6.0%

The actual experience figures are the approximate time-weighted rates of return for the particular year. Through September 30, 2002, the return shown is from market value to market value; thereafter the return is from smoothed value to smoothed value. Income includes dividends, interest, and realized and unrealized gains (losses), based upon statements of Fund Balances provided by the City. The time-weighted rates reflect estimated transaction dates for income, employer, employee and state contributions, expenses, and disbursements.
City of Panama City Beach  
Firefighters’ Pension Plan  

State Required Exhibit  
October 1, 2013

A. Member Data

<table>
<thead>
<tr>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Active Members</td>
<td>27</td>
</tr>
<tr>
<td>2. Retired Members and beneficiaries receiving benefits (including DROP)</td>
<td>9</td>
</tr>
<tr>
<td>3. Disabled Members receiving benefits</td>
<td>1</td>
</tr>
<tr>
<td>4. Terminated vested Members</td>
<td>2</td>
</tr>
<tr>
<td>5. Prior year active compensation</td>
<td>$1,484,689</td>
</tr>
<tr>
<td>6. Annual benefits payable to retirees and beneficiaries (including DROP)</td>
<td>$345,893</td>
</tr>
<tr>
<td>7. Annual benefits payable to disabled retirees</td>
<td>$48,487</td>
</tr>
<tr>
<td>8. Annual benefits payable to terminated vested Members</td>
<td>$19,718</td>
</tr>
</tbody>
</table>

B. Assets

<table>
<thead>
<tr>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Actuarial value</td>
<td>$10,487,060</td>
</tr>
<tr>
<td>2. Market value</td>
<td>11,279,992</td>
</tr>
</tbody>
</table>

C. Liabilities

<table>
<thead>
<tr>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Actuarial present value of future expected benefit payments for active members</td>
<td>$8,837,407</td>
</tr>
<tr>
<td>a. Retirement benefits</td>
<td>$840,216</td>
</tr>
<tr>
<td>b. Termination benefits</td>
<td>$29,364</td>
</tr>
<tr>
<td>c. Death benefits</td>
<td>$53,438</td>
</tr>
<tr>
<td>e. Total</td>
<td>$9,760,425</td>
</tr>
<tr>
<td>2. Actuarial present value of future expected benefit payments for terminated vested members</td>
<td>$141,881</td>
</tr>
<tr>
<td>3. Actuarial present value of future expected benefit payments for members currently receiving benefits</td>
<td>$4,227,275</td>
</tr>
<tr>
<td>a. Service retired, beneficiaries and DROP</td>
<td>$627,330</td>
</tr>
<tr>
<td>b. Disability retired</td>
<td>$4,854,605</td>
</tr>
<tr>
<td>c. Total</td>
<td>$156,118</td>
</tr>
</tbody>
</table>

5. Total actuarial present value of future expected benefit payments | $14,913,029    | $14,913,029    |

6. Entry age normal accrued liability | $12,830,121    | $12,830,121    |

7. Unfunded entry age normal accrued liability | $2,343,061     | $2,343,061     |

8. Liabilities at FRS discount rate

<table>
<thead>
<tr>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Discount rate</td>
<td>7.75%</td>
</tr>
<tr>
<td>b. Entry age normal accrued liability</td>
<td>$13,212,393</td>
</tr>
<tr>
<td>c. Unfunded entry age normal accrued liability</td>
<td>$2,725,333</td>
</tr>
</tbody>
</table>
City of Panama City Beach
Firefighters' Pension Plan

State Required Exhibit (Continued)

October 1, 2013

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. Statement of Accumulated Plan Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Actuarial present value of accumulated vested benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Members currently receiving benefits (including DROP) $4,854,605 $4,854,605</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Other Members                                            5,608,359 5,608,359</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Total                                                   $10,462,964 $10,462,964</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Actuarial present value of accumulated non-vested plan benefits 985,375 985,375</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Excess State Monies Reserve                               156,118 156,118</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Total actuarial present value of accumulated plan benefits $11,604,457 $11,604,457</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Liabilities at FRS discount rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Discount rate                                           7.75% 7.75%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Actuarial present value of accumulated vested benefits $10,756,604 $10,756,604</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Total actuarial present value of accumulated plan benefits $11,934,265 $11,934,265</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

E. Statement of Change in Accumulated Plan Benefits

1. Actuarial present value of accumulated plan benefits as of Prior Valuation Date $10,653,128 $10,653,128
2. Increase (decrease) during year attributable to:
   a. Plan amendment                                              0 0
   b. Change in actuarial assumptions                             0 0
   c. Benefits paid                                              (214,219) (214,219)
   d. Other, including benefits accumulated and increase for interest due to decrease in the discount period 1,165,548 1,165,548
   e. Net increase                                               $951,329 $951,329
3. Actuarial present value of accumulated plan benefits as of Current Valuation Date $11,604,457 $11,604,457
# City of Panama City Beach
## Firefighters' Pension Plan

State Required Exhibit (Continued)

October 1, 2013

<table>
<thead>
<tr>
<th>Actuarial Valuation Date</th>
<th>10/01/2011</th>
<th>10/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Contribution Year</td>
<td>2011-12</td>
<td>2012-13</td>
</tr>
</tbody>
</table>

F. **Past Contributions**

1. Total contribution required
   a. City
      i. Estimated Dollars, from Actuarial Valuation $302,956 $248,243
      ii. Percentage of Participants' Compensation 23.65% 18.22%
      iii. Actual Compensation Under NRA $1,262,641 $1,321,107
      iv. Required, per new state interpretation = (ii.) x (iii.) $298,614 $240,706
   b. State (Estimated) 153,904 153,904
   c. Member** 126,112 129,323
   d. Total = (a.iv.) + (b.) + (c.) $578,830 $523,933

2. Actual contributions made:
   a. City $392,240 $285,661
   b. State** 153,904 153,904
   c. Member 144,023 149,826
   d. Total $690,167 $589,391

G. **Net Actuarial Gain (Loss)**
   N/A

H. **Disclosure of Following Items:**

<table>
<thead>
<tr>
<th>10/01/2012</th>
<th>10/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actuarial present value of future salaries - attained age*** $9,872,223 $9,548,955</td>
<td></td>
</tr>
<tr>
<td>Actuarial present value of future employee contributions - attained age*** $813,937 $782,075</td>
<td></td>
</tr>
<tr>
<td>Actuarial present value of future contributions from other sources N/A N/A</td>
<td></td>
</tr>
<tr>
<td>Amount of active members' accumulated contributions $1,046,345 $1,088,825</td>
<td></td>
</tr>
<tr>
<td>Actuarial present value of future salaries and future benefits at entry age N/A</td>
<td></td>
</tr>
<tr>
<td>Actuarial present value of future employee contributions at entry age N/A</td>
<td></td>
</tr>
</tbody>
</table>

* Determined by applying the required employee contribution rate (11.5% for members in the 50 & over tier, 8.1% for all others) to expected compensation for the year for participants under Normal Retirement Age (NRA)
** Excluding Excess Premium Tax Revenues that have not been used to provide Additional Benefits
*** Participants under Normal Retirement Age (NRA) only
City of Panama City Beach
Firefighters' Pension Plan

Reconciliation of DROP Participants and Assets
October 1, 2013

Participants as of 10/01/2012

New DROP Members 1
New DROP's, Withdrew during PY 0
All Other Withdrawals 0
Corrections (1)

Participants as of 10/01/2013 4

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assets as of 10/01/2012</td>
<td>$247,062.44</td>
</tr>
<tr>
<td>Payments into DROP</td>
<td>206,811.37</td>
</tr>
<tr>
<td>Earnings</td>
<td>17,379.85</td>
</tr>
<tr>
<td>Distributions</td>
<td>0.00</td>
</tr>
<tr>
<td>Expenses</td>
<td>0.00</td>
</tr>
<tr>
<td>Adjustments</td>
<td>0.00</td>
</tr>
<tr>
<td>Assets as of 10/01/2013</td>
<td>$471,253.66</td>
</tr>
</tbody>
</table>
# History of Excess Premium Tax Revenues

**City of Panama City Beach**

**Firefighters’ Pension Plan**

**October 1, 2013**

<table>
<thead>
<tr>
<th>Period</th>
<th>Regular Cash Received</th>
<th>Applicable &quot;Frozen&quot;</th>
<th>Regular Amount</th>
<th>Supplemental Compensation Fund Cash Received</th>
<th>Applicable &quot;Frozen&quot;</th>
<th>Supplemental Amount</th>
<th>Total Excess = Additional Year Revenue Benefit Improvements</th>
<th>Current Year Revenue</th>
<th>Set Aside for Future Improvements</th>
<th>Cumulative Set Aside for Future Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/30/1998</td>
<td>$48,873.25</td>
<td>$48,873.25</td>
<td>0.00</td>
<td>$21,907.17</td>
<td>$21,907.17</td>
<td>0.00</td>
<td>$0.00 $0.00</td>
<td>0.00</td>
<td>0.00 $0.00</td>
<td>0.00 $0.00</td>
</tr>
<tr>
<td>09/30/1999</td>
<td>44,211.49</td>
<td>48,873.25</td>
<td>0.00</td>
<td>24,139.40</td>
<td>21,907.17</td>
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<td>09/30/2000</td>
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<td>0.00</td>
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<td>3,474.41</td>
<td>3,474.41 46,252.40</td>
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<td>0.00 46,252.40</td>
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<td>6,783.94</td>
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<td>34,312.47</td>
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<td>12,405.30</td>
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<td>09/30/2004</td>
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<td>17,802.99</td>
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<td>18,136.00</td>
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<td>09/30/2006</td>
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<td>0.00</td>
<td>0.00</td>
<td>125,305.33</td>
<td>125,305.33</td>
</tr>
</tbody>
</table>

Notes:

(1) Additional Benefits adopted ($350 per month Supplemental Benefit) with a lump sum cost in excess of the available $46,252.40.

(2) Additional Benefits adopted ($350 per month Supplemental Benefit) with an annual cost initially valued as $41,161.

(3) Additional Benefits adopted (3.00% Multiplier changed to 3.35%) with a lump sum cost in excess of the available $370,093.

(4) Additional Benefits adopted (3.00% Multiplier changed to 3.35%) with an annual cost initially valued as $83,124.
City of Panama City Beach
Firefighters' Pension Plan

Summary of Major Plan Provisions
October 1, 2013

Effective Date: August 25, 1971.

Plan Year: October 1 to September 30.

Last Amendment: Restatement (Ordinance 670) effective June 8, 2000. First Amendment (Ordinance 723) effective June 14, 2001 (adding Early Retirement and $350 per month supplement). Second Amendment (Ordinance 792) effective April 10, 2003 (for various law and other changes). Third Amendment (Ordinance 889) effective July 22, 2004 (changing investment policy). Fourth Amendment (Ordinance 984) effective November 1, 2005 (adding 25 & Out Tier). Fifth Amendment (Ordinance 1030) effective May 11, 2006 (changing various provisions as required by new IRS rules). Sixth Amendment (Ordinance 1085) effective July 26, 2007 (adding 5% fixed investment return option for DROP). Seventh Amendment (Ordinance 1127) effective October 1, 2008 (increasing multiplier from 3.00% to 3.35%). Restatement (Ordinance 1157) adopted August 17, 2009. First Amendment (Ordinance 1220) effective February 9, 2012 (adding 300 hours of overtime cap).

Eligibility: All permanent Firefighters who have passed the medical examination.

Employee Contributions: 11.5% of Compensation for Firefighters who elect the 25 & Out Tier, else 8.1% of Compensation (5.0% prior to June 8, 2000). Employee Contributions are excluded from taxable income under IRC Section 414(h). The election of the 25 & Out Tier is irrevocable.

Compensation: Total compensation paid by the City for services rendered as reported on Form W-2, plus all tax deferred, tax sheltered or tax exempt amounts derived from elective employee contributions or salary reductions. Compensation includes regular pay, overtime (up to 300 hours) and other cash incentives. Payments of leave amounts (vacation, sick, etc.) upon termination of employment shall not be included. Auto allowance and mileage reimbursements shall not be included. Compensation in excess of the IRC Section 401(a)(17) limit is disregarded.

Average Final Compensation: The Compensation received during the 5 years out of the last 10 years of Credited Service divided by 60, which produces the highest average, or the career average as a full-time Firefighter, if greater.

Credited Service: Years and fractional parts of years of service as a Firefighter with the City and while making Employee Contributions.

Accrued Benefit: The benefit using the formula for the Normal Retirement Benefit, based upon the Average Final Compensation and Credited Service as of the date of the calculation. The Accrued Benefit is payable at the Normal Retirement Date in the Normal Form of Benefit.

Accumulated Contributions: A participant’s contributions with interest compounded annually at 5.25% through June 3, 2000; after that date interest is no longer accrued.

Normal Retirement Date: The first day of the month coincident with or next following the earlier of (1) the date a participant attains age 50 and has completed at least 20 years of Credited Service or (2) the date he attains age 55 and has completed at least 10 years of Credited Service, or (3) if he has elected the 25 & Out Tier, the date he has completed at least 25 years of Credited Service regardless of age.
Early Retirement Date: The first day of the month coincident with or next following the date a participant attains age 50 and has completed at least 10 years of Credited Service.

Normal Form of Benefit: A monthly annuity for life with 10 years certain.

Optional Forms of Benefit: Benefits Actuarially Equivalent to the benefit provided under the Normal Form of Benefit; optional forms:

a. Life annuity (with no modified cash refund feature),
b. Joint and survivor annuity (100%, 75%, 66 2/3% or 50%; reducing upon death of participant only),
c. Level income option,
d. Any of the above forms, increasing 3% per year on each January 1 (the Actuarially Equivalent adjustment recognizes that the regular retirement benefit includes a 1% COLA and that the $350 Per Month Supplemental Benefit does not), or
e. Lump Sum if under $5,000, or less than $100 per month.

Normal Retirement Benefit: A monthly benefit commencing at the Normal Retirement Date equal to 3.35% of Average Final Compensation multiplied by years of Credited Service, but not more than 100% of Average Final Compensation (excluding COLA's).

Late Retirement Benefit: Additional benefits will accrue after the Normal Retirement Date.

Early Retirement Benefit: A participant who elects to retire on or after his Early Retirement Date may receive an Early Retirement Benefit commencing at his Normal Retirement Date equal to his Accrued Benefit. If he further elects to have such benefit commence prior to his Normal Retirement Date, it shall be reduced 3% per year (.25% per month) for each period by which the benefit commencement date precedes his Normal Retirement Date. For this purpose Normal Retirement Date is determined based on the participant's actual years of Credited Service as a Firefighter at his termination date.

Death Benefit: The beneficiary of a participant who dies (1) during employment or after termination with a vested benefit and (2) with respect to whom benefit payments have not commenced shall be entitled to a Death Benefit equal to 100 times his monthly Accrued Benefit based on his Credited Service and Average Final Compensation as of the time of death. This benefit is payable in a lump sum unless the Firefighter elected that it be paid in an Actuarially Equivalent annuity or installments. The Plan also provides minimum Death Benefits based upon the vested, 10-year-certain portion of the Normal Form of Benefit or the refund of Accumulated Contributions.

Termination of Employment Benefit: A participant who terminates his employment after completing ten years of Credited Service for reason other than death, disability or retirement shall be entitled to a vested deferred monthly benefit commencing at his Normal Retirement Date equal to his Accrued Benefit. Any participant may withdraw his Accumulated Contributions; a vested participant who withdraws his Accumulated Contributions forfeits his rights to his vested Accrued Benefit or Death Benefit.

If a participant terminates after completing 10 years but prior to being eligible for retirement:

- With less than 20 years of Credited Service, his annuity can begin unreduced at age 55 or reduced (3% per year) between ages 50 and 55, or
- With 20 or more years of Credited Service, his annuity can begin unreduced at age 50.
City of Panama City Beach
Firefighters’ Pension Plan

Disability Benefit: A Participant who becomes totally and permanently disabled shall be eligible to receive a
Disability Benefit in the form of an immediate monthly annuity for life with ten years certain as follows:

Job-Related Disability: Without regard to years of Credited Service, a benefit equal to the greater of
his Accrued Benefit or 42% of Average Final Compensation as of the date of disability.

Non-Job-Related Disability: With ten or more years of Credited Service, a benefit equal to his
Accrued Benefit as of the date of disability.

The Disability Benefit together with worker’s compensation benefits may not exceed 100% of pay, as provided
in the Plan. Optional Forms of Benefit may be elected.

Actuarial Equivalent: A benefit or amount of equal value, based upon the 1983 Group Annuity Mortality
Table for Males and an interest rate of 8% per annum. In practice, in accordance with the prior document, the
Table for Males is used for all Firefighters, regardless of sex, and the same table with ages set back 6 years
is used for all beneficiaries and survivor annuitants, regardless of sex.

Cost-of-Living Adjustment: All retirees, including disabled retirees, who retired on or after June 8, 2000,
(including Firefighters who terminate with a deferred benefit after such date, once they retire) and their
survivor annuitants shall receive on the first January 1 following one full year of retirement, and on each
January 1 thereafter, a 1% cost-of-living adjustment on their regular retirement benefit; the $350 Per Month
Supplemental Benefit does not receive a COLA.

Maximum Benefits: IRC Section 415 limits apply as modified for governmental plans and for police and fire
plans.

Deferred Retirement Option Program (DROP):


b. Benefit Amount: The participant’s Accrued Benefit calculated as of the beginning of the DROP period,
accumulated quarterly with interest at a rate equal to either the Pension Plan’s net investment
performance during the quarter or a fixed guaranteed rate of 5% annually, plus cost-of-living adjustments,
if any, during the DROP period. The participant elects which interest basis he wants upon his entry into
the DROP, and may change such election only once during the DROP period.

c. Form of Benefit: When the DROP period ends (maximum 5 years), the employee must terminate
employment. At that time, the accumulated DROP benefits will be distributed in the form of a lump sum, a
rollover, or a nonforfeitable fixed annuity to the participant, or if deceased, such participant’s designated
beneficiary. In addition, the monthly annuity, including any COLA adjustments, will continue to the
participant as otherwise provided in the Plan.

d. Other Provisions: A participant in DROP is no longer eligible for Death or Disability Benefits. Employee
Contributions are no longer collected, and Credited Service and Average Final Compensation are frozen
as of the date of entry into DROP.

$350 Per Month Supplemental Benefit: Firefighters who retire from active service only receive a
supplemental monthly benefit of $350 payable for life only, without any COLA. This benefit is not provided for
firefighters who terminate prior to being eligible for early, normal or disability retirement, nor is it provided for
beneficiaries of deceased firefighters, nor their joint annuitants. However, when he retires a firefighter may
elect to have the $350 benefit paid in one of the reduced, Actuarially Equivalent Optional Forms of Benefit;
this includes having it paid as a reduced, Actuarially Equivalent, increasing annuity under the 3% increasing
annuity option.
ACTUARIAL COST METHOD

Entry Age Normal with Frozen Initial Liability. Changes in actuarial assumptions are reflected in Normal Cost. Since at least 1999, all changes in plan benefits have been funded either by increases in the employee contribution rate or by increased Premium Tax Revenues.

ACTUARIAL ASSUMPTIONS

Investment Yield: The investment rate of earnings is assumed to be 8.00% per annum.

Interest on Employee Contributions: No interest is credited beyond June 8, 2000.

Mortality: Mortality is based on the RP-2000 (Retirement Plans-2000) Tables projected according to the year of valuation. The RP-2000 Tables are sex-distinct. The tables for annuitants, i.e., participants already in pay status, are projected 7 years beyond the valuation date. The tables for nonannuitants are projected 15 years beyond the valuation date. [ProVal name: IRS 2008+ Static (Dynamic)]

Disability: Preretirement disability is assumed to occur in accordance with a standard scale of disability rates (1955 UAW, male and female). Sample rates are shown below:

<table>
<thead>
<tr>
<th>Age</th>
<th>Probability of Disablement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
</tr>
<tr>
<td>20</td>
<td>0.03%</td>
</tr>
<tr>
<td>30</td>
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<td>40</td>
<td>0.07%</td>
</tr>
<tr>
<td>50</td>
<td>0.18%</td>
</tr>
<tr>
<td>60</td>
<td>0.90%</td>
</tr>
</tbody>
</table>

Twenty-five percent of disabilities are assumed to be non-job-related.

Withdrawal: Preretirement withdrawals are assumed to occur in accordance with a standard scale of turnover rates (T-5). Sample rates are shown below:

<table>
<thead>
<tr>
<th>Age</th>
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<tr>
<td>20</td>
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</tr>
<tr>
<td>40</td>
<td>5.2%</td>
</tr>
<tr>
<td>50</td>
<td>2.6%</td>
</tr>
</tbody>
</table>

Salary Scale: Future salaries are assumed to increase at the rate of 6% per year.
City of Panama City Beach
Firefighters' Pension Plan

Actuarial Value of Assets: Assets are valued using a 5-year smoothed market value without phase-in.

Retirement Rate: Each active participant is assumed to retire on the later of the actuarial valuation date or his Normal Retirement Date.

Timing of Contribution: The contribution is assumed to be made quarterly throughout the plan year.

Employees Covered: All participants as of the actuarial valuation date.

Expenses: Expenses for the current year are assumed to equal actual expenses for the prior year. If actual expenses for the current year differ from this estimate, a make-up contribution or credit is included.

Maximum Compensation: Compensation is limited to $255,000 projected to increase at the rate of 4% per annum.

Maximum Benefits: The $205,000 maximum for years ending in 2013 and other applicable Benefit Limitations under Section 415 are projected to increase at the rate of 4% per annum.

Completeness of Assumptions: All benefits and expenses to be provided by the Plan are recognized in the valuation. All known events are taken into account; no current trends are assumed to discontinue in the future.

COMPARABILITY WITH PRIOR VALUATION

Significant Events During the Year: None.

Significant Changes in the Summary of Major Plan Provisions: None.

Significant Changes in the Actuarial Cost Method or Actuarial Assumptions: None.

Other Information Needed to Fully and Fairly Disclose the Actuarial Position of the Plan: None.
An actuarial valuation is a series of mathematical calculations which project future benefits under a pension plan and future contributions to fund those benefits. The true cost of a pension plan cannot be determined until the last benefit is paid, because the true cost is the actual benefits ultimately paid, plus the expense of maintaining the plan, less the actual income earned on invested funds. Since funding cannot wait until the last benefit is paid, however, actuarial assumptions are used to project ultimate benefit levels and the reserves needed to provide them. An actuarial cost method is then used to establish a reasonable pattern of contributions to accumulate those reserves. The assumptions and cost method themselves, therefore, only impact on the incidence of funding, not the true cost. Each new valuation automatically corrects for any differences between the assumptions and actual experience, and the correction is spread over the current and future years of funding.

The Entry Age Normal with Frozen Initial Liability cost method spreads the funding of a portion of the pension benefits over the future service of all active participants and the balance is funded in a separate amortization schedule.

The Frozen Initial Liability is determined and fixed in the first year the cost method is adopted, although it may be redetermined or a supplemental piece added when the Plan is amended. The Frozen Initial Liability is the excess of the Present Value of Benefits over the sum of (a) the Present Value of Future Entry Age Normal Costs, (b) the Present Value of Future Employee Contributions, and (c) the Actuarial Value of Assets in the Trust Fund. The Entry Age Normal Cost is the annual cost determined by assuming the current Plan was always in effect and calculating the amount needed to produce level funding of benefits for all current participants from the date they would have entered the Plan. The Frozen Initial Liability may be amortized over as many as 40 years.

In each subsequent year, the order of steps is reversed. The Present Value of Future Normal Costs is calculated as the excess of the Present Value of Benefits over the sum of (a) the unfunded portion of the Frozen Initial Liability, (b) the Actuarial Value of Assets and (c) the Present Value of Future Employee Contributions.

The Normal Cost is developed by spreading the Present Value of Future City Normal Costs over the future compensation of all participants as a level percentage of pay, i.e., by dividing it by the Present Value of Future Compensation to get the Normal Cost Rate. The Normal Cost is the product of the Normal Cost Rate and the current Participants' Compensation. Actuarial gains or losses are included in the Present Value of Future Normal Costs, and are reflected in the Normal Cost Rate and thereby spread over the remaining future service of the participants in the Normal Cost. The Frozen Initial Liability is not adjusted for actuarial gains or losses.
The state minimum required contribution in a particular year is equal to the Normal Cost, plus a level amount which will amortize the Frozen Initial Liability and supplemental bases over the applicable number of years, plus expected and "make-up" expenses, less the Past Excess Contributions.

In the event of either a negative Normal Cost or an unfunded liability that is zero or less, the Cost Method will operate temporarily as the Aggregate Cost Method, in effect, until a positive unfunded liability is established at the time of a plan amendment, when a new Frozen Initial Liability is established.

The calculation of the contribution has been made in a manner that assumes quarterly payment during the Plan Year. In order to meet the state minimum funding requirements, the state minimum required contribution must be made at least quarterly during the Plan Year.
REGULAR AGENDA
ITEM #8,

ORDINANCE 1324
ORDINANCE NO. 1324

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, AMENDING THE PROCEDURAL NOTICE REQUIREMENTS IN THE CITY’S LAND DEVELOPMENT CODE; DELETING THE REQUIREMENT THAT NOTICES BE SENT “RETURN RECEIPT REQUESTED” AND PROVIDING THAT THE CITY’S ENGINEERING DEPARTMENT SHALL POST NOTICES REQUIRED FOR SUBDIVISION PLATS; REPEALING ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 10.03.00 of the Land Development Code of the City of Panama City Beach related to Unified Development in Multiple Districts, is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

10.03.00 NOTICE REQUIREMENTS

10.03.01 Generally

A. All notices required by this chapter shall contain the following information:

1. The name of the applicant;

2. The location of the property for which Development approval is sought;

3. The nature of the approval sought by the applicant;

4. The type of review, re-hearing or appeal applicable to the application for Development approval; and

5. The date, time and place of any applicable public hearings on the application.

B. Any notice required by this LDC to be mailed, posted or published (except a notice required by Florida Statutes to be given on a different schedule) shall be mailed, posted or published as appropriate at least fifteen (15) days before the applicable public hearing.
C. Any notice required by the Florida Statutes to be published in a newspaper shall comply with the applicable requirements of the Florida Statutes as to form, content, time and manner of Publication.

10.03.02 Neighborhood Notice

A. When required by this LDC, the applicant shall provide Neighborhood Notice, by U.S. Postal Service certified mail return receipt requested. Within five (5) days after such mailing, the applicant shall provide sworn proof of Mailing to the Building and Planning Department.

B. The applicant shall be responsible, as part of the application process for sending certified letters to surrounding property owners whose names and addresses are known by reference to the most recent ad valorem tax rolls of Bay County, giving notice of the requested action along with the date, time and place of the hearing. The form of the letter shall be approved by the City prior to mailing. Notice letters shall be sent to all owners of surrounding property lying in whole or in part within such distance of the boundary of the subject property as shall be specified in the applicable procedures.

C. The notice letter shall be mailed at least twenty (20) days prior to the hearing and proof of mailing shall be submitted to the City as part of the application. A good faith effort to mail notice to all such owners whose names and addresses are shown on a list generated by the Bay County property Appraiser’s automated mass appraisal system by that system referring to its cadastral (tax) map shall be conclusively deemed in compliance with the requirement to mail notice. Failure of any such owner to receive such notice, even if never mailed, shall not affect the jurisdiction of the board to consider the issue or validity of the board’s decision.

D. Failure of such an owner to receive such notice shall not affect the jurisdiction of the decision-makng entity to consider the application or the validity of such entity’s decision.

10.03.03 Posted Notice

A. When required by this LDC, the Building and Planning Department, or the Engineering Department in the case of a Subdivision Plat, shall post a sign on the property that is the subject of an application. The sign shall be located in a manner to ensure that it is visible on each portion of the subject property that fronts on a roadway.

B. The sign shall contain a copy of the notice required by section 0.

C. Failure to maintain or replace a sign properly posted shall not affect the jurisdiction of the decision-making entity to consider the application or the validity of such entity’s decision.

D. Posted Notice may be removed after conclusion of the hearing of which notice is given or as specified or if neither of the foregoing apply, thirty (30) days after it is first posted.

10.03.04 Published Notice

When required by this LDC, the Building and Planning Department shall publish, or cause to be
**published**, a notice in a standard size or tabloid size newspaper of general paid circulation in the **City**. The newspaper shall be of general interest and readership, not one of limited subject matter and shall be **published** at least five (5) days a week.

**10.03.05 Mailed Notice**

A. When **notice** by **mail** is permitted or required by this **LDC**, the **notice** shall be **mailed** with the US Postal Service Certified Mail-Return Receipt requested. Unless otherwise specified in this **LDC**, notice shall be mailed by the **Building** and Planning Department.

B. **Notice** shall be deemed complete upon **mailing** regardless of receipt.

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

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

**SECTION 4.** This Ordinance shall take effect 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 ____________, 2014.

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

Published in the __________________________ on the ___ day of __________, 2014.

Posted on pchgov.com on the ___ day of __________, 2014.

________________________________________
CITY CLERK

AGENDA ITEM #: 8
REGULAR AGENDA
ITEM #9,

ORDINANCE 1326
ORDINANCE NO. 1326

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE 2009 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; AMENDING THE CAPITAL IMPROVEMENT ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

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

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request, conducted a public hearing on November 10, 2014, and recommended approval; and

WHEREAS, on December 11, 2014, the City Council conducted a properly noticed hearing to consider the schedule of Capital Improvements, and adopted this Ordinance in the course of that hearing.

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

SECTION 1. The attached Capital Improvements Schedule for planning improvements within the years 2014 through 2019 is hereby adopted.

SEE ATTACHED COMPOSITE EXHIBIT A SETTING FORTH THE UPDATED CAPITAL IMPROVEMENTS SCHEDULE
SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ of _________________, 2014.

ATTEST:

______________________________
Gayle F. Oberst, Mayor

______________________________
Holly J. White, City Clerk

PUBLISHED in the Panama City News Herald on the _____ day of ______________, 2014.

POSTED AT www.pcbgov.com on ____________________________

Ordinance No. 1326
Page 2 of 2

AGENDA ITEM #
CITY OF PANAMA CITY BEACH CAPITAL IMPROVEMENTS SCHEDULE (FY 14/15)

The following table summarizes the requirements of a financially feasible schedule of capital improvements:

<table>
<thead>
<tr>
<th>Evaluation Item</th>
<th>Authority</th>
<th>Included</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Is there a component that outlines principals for construction, extension, or increase in capacity of public facilities, as well as principals for correcting public facility deficiencies which are necessary to implement the Comprehensive Plan.</td>
<td>$163.3177(3)(a)(1)</td>
<td>Yes</td>
<td>The City is relying on the level of service standards established in each element of the Comprehensive Plan.</td>
</tr>
<tr>
<td>(2) Does the data include an estimate of public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities?</td>
<td>$163.3177(3)(a)(2)</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>(3) Are there standards to ensure the availability of public facilities and the adequacy of those facilities to meet established levels of service?</td>
<td>$163.3177(3)(a)(3), FS</td>
<td>Yes</td>
<td>The City is relying on the level of service standards established in each element of the Comprehensive Plan.</td>
</tr>
<tr>
<td>(4) Are projects included that are funded projects of federal, state, or local government including privately funded projects for which the local government has no fiscal responsibility?</td>
<td>$163.3177(3)(a)(4), FS</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Evaluation Item</td>
<td>Authority</td>
<td>Included</td>
<td>Notes</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------</td>
<td>----------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>(5) Does the data contain projects necessary to ensure that any adopted LOSS is achieved and maintained for the 5-year period and is each identified as either funded or unfunded and given a level of priority for funding?</td>
<td>§163.3177(3)(a)(4), FS</td>
<td>Yes</td>
<td>All non-transportation projects have the funding streams to complete the projects. For CRA transportation projects, the highest priority projects show funding and associated tasks.</td>
</tr>
<tr>
<td>(6) Does the schedule include TPO projects and is the schedule coordinated with the TPO's Long-Range Transportation Plan?</td>
<td>§163.3177(3)(a)(5), FS</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Traffic Circulation</td>
<td>Project Description</td>
<td>Fiscal Year</td>
<td>Capital Improvement Fund</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------</td>
<td>-------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Improve signage of various streets</td>
<td>General Fund</td>
<td>on-going</td>
<td>$50,000</td>
</tr>
<tr>
<td>Improve various street surfaces and shoulders</td>
<td>Gas Tax</td>
<td>on-going</td>
<td>$200,000</td>
</tr>
<tr>
<td>Alf Coleman Road - 4 lane widening - pedestrian improvements - landscaping - streetscaping</td>
<td>FBR-CRA</td>
<td>$25,000,000 total cost</td>
<td>$125,000 sidewalk on east side &amp; intersection improvements</td>
</tr>
<tr>
<td>N' Thomas Drive - 4 lane widening - pedestrian improvements - landscaping - streetscaping</td>
<td>FBR-CRA</td>
<td>$780,000 spent to date</td>
<td>$60,000 sidewalk on north side and ITS improvements</td>
</tr>
<tr>
<td>Hill Road - 4 lane widening - pedestrian improvements - landscaping - streetscaping</td>
<td>FBR-CRA</td>
<td>$126,000 spent to date</td>
<td>Right-of-Way acquisition through prop. share</td>
</tr>
<tr>
<td>Powell Adams Road - 4 lane widening - pedestrian improvements - landscaping - streetscaping</td>
<td>FBR-CRA Prop. Share</td>
<td>Seg I Completed $3,000,000</td>
<td>$7,000,000 total cost</td>
</tr>
<tr>
<td>Traffic Circulation</td>
<td>Description</td>
<td>Project</td>
<td>Completed</td>
</tr>
<tr>
<td>--------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------</td>
<td>-----------</td>
</tr>
<tr>
<td>7</td>
<td>S. Thomas Drive</td>
<td>FBR-CRA</td>
<td>Construction completed in '13</td>
</tr>
<tr>
<td>6</td>
<td>Clara Avenue</td>
<td>FBR-CRA</td>
<td>$124,000 spent to date</td>
</tr>
<tr>
<td>9</td>
<td>Front Beach Road Segment 1 (S. Thomas to N. Thomas Drive)</td>
<td>FBR-CRA</td>
<td>Construction completed in '13</td>
</tr>
<tr>
<td>10</td>
<td>Front Beach Road Segment 2 (Jackson Blvd. to S. Thomas)</td>
<td>FBR-CRA</td>
<td>$3,200,000 spent to date</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------</td>
<td>---------------</td>
<td>-----------</td>
</tr>
<tr>
<td>11 Front Beach Road Segment 3 (Slate Road 75 to Lullwater Dr) -public transit system -pedestrian improvements -landscaping -streetscaping (needed to meet future demand)</td>
<td>FBR-CRA FDOT Prop. Share</td>
<td>Design, ROW, Const. and Util C&amp;E and Post Design $494,000 spent to date $10,000,000 total cost</td>
<td>$165,000 Design</td>
</tr>
<tr>
<td>12 Front Beach Road Segment 4 (Lullwater Dr. to Jackson Blvd.) -public transit system -pedestrian improvements -landscaping -streetscaping (needed to meet future demand)</td>
<td>FBR-CRA</td>
<td>Design Right of Way</td>
<td>$100,000 Design</td>
</tr>
<tr>
<td>13 S. Arnold Road (SR 79) -4 lane widening -pedestrian improvements -landscaping -streetscaping (needed to meet future demand)</td>
<td>FBR-CRA TRIP funding FDOT</td>
<td>TRIP funding granted for PDE $1,050,000 spent to date $15,000,000 total cost</td>
<td>$300,000 Design</td>
</tr>
<tr>
<td>14 Cobb Road -pedestrian improvements -landscaping -streetscaping</td>
<td>FBR-CRA Unfunded</td>
<td>No activity to date No planned activity</td>
<td></td>
</tr>
<tr>
<td>Traffic Circulation</td>
<td>Funding Source</td>
<td>Current Status</td>
<td>FY 15-16</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------------</td>
<td>---------------</td>
<td>----------</td>
</tr>
<tr>
<td>15</td>
<td>Nautilus Street landscaping - streetscaping</td>
<td>FBR-CRA Unfunded</td>
<td>Completed lane extension design at PCB Pkwy</td>
</tr>
<tr>
<td>16</td>
<td>West Bay Bridge Area Improvements Project: SR 79 From S. of School Road to N. of CR 368</td>
<td>Federal Funding</td>
<td>Completed</td>
</tr>
<tr>
<td>17</td>
<td>North Thomas Drive Parking Lot</td>
<td>FBR-CRA Prop. Share</td>
<td>$5,250,000 spent Parking lot stabilized</td>
</tr>
<tr>
<td>18</td>
<td>Multimodal Center West</td>
<td>FBR-CRA</td>
<td>No activity</td>
</tr>
<tr>
<td>19</td>
<td>PCB Parkway - int. improvements (needed to meet future demand)</td>
<td>FBR-CRA</td>
<td>$24,000,000 total cost</td>
</tr>
<tr>
<td>20</td>
<td>Power Line Road -US 98 to SR 79 -SR 79 to Colony Club</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>ITS Improvements</td>
<td>FDOT 5-Year Work Program</td>
<td>$450,000</td>
</tr>
<tr>
<td>22</td>
<td>West Bay Parkway from SR 79 to SR 77 (needed to meet future demand)</td>
<td>State</td>
<td>PD&amp;E Study $69m - $74m total cost</td>
</tr>
<tr>
<td>Project Name</td>
<td>Current Status</td>
<td>FY 14-15</td>
<td>FY 16-17</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Traffic Circulation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>West Bay Parkway from Walton County to SR 79 (needed to meet future demand)</td>
<td>State</td>
<td>PD&amp;E Study</td>
</tr>
<tr>
<td><strong>Recreation &amp; Open Space</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>SR 70 Multi Use Path - From North of PCB Parkway to Powertine Road</td>
<td>Federal Surface Trans Enhancement</td>
<td>FDOT assumed management</td>
</tr>
<tr>
<td>25</td>
<td>Multi Use Path/Trail From Moonlight Bay Drive to the eastern property line of Trestle Subdivision</td>
<td>Recreation Impact Fees/Grant Application</td>
<td>$75,000 cons.; $250,000 bridges; $525,000 total cost</td>
</tr>
<tr>
<td><strong>Schools</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>See Note #2 at end of report</td>
<td>School Board</td>
<td></td>
</tr>
<tr>
<td><strong>Potable Water, Wastewater, and Reuse</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Potable Water</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>N. Pier Park Drive Water Main</td>
<td>Utility</td>
<td></td>
</tr>
<tr>
<td><strong>Wastewater and Reuse</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Arl Coleman Force Main Project</td>
<td>Utility</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>N. Pier Park Drive Force Main and Reclaimed Main</td>
<td>Utility</td>
<td>$850,000</td>
</tr>
<tr>
<td>30.</td>
<td>System Extension Loops</td>
<td>Utility</td>
<td>$1,800,000</td>
</tr>
<tr>
<td><strong>Administration</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>New Police Building</td>
<td>Gen Fund/Impact Fees</td>
<td>$3,277,028</td>
</tr>
<tr>
<td>32.</td>
<td>Public Works Building</td>
<td>Utilities/Gen Fund/CRA</td>
<td>$5,247,963</td>
</tr>
<tr>
<td><strong>Stormwater</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>Stormwater Improvements</td>
<td>Stormwater Utility Assessments</td>
<td>$750,000</td>
</tr>
<tr>
<td><strong>Prop. Share Projects</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>US 98 Int. w/h Hill Rd. and Clara Avenue (needed to meet future demand)</td>
<td>Seahaven Prop Share</td>
<td>$300,000 based on Trip triggers</td>
</tr>
<tr>
<td>2.</td>
<td>US 98-Hill Rd. 5-laning (needed to meet future demand)</td>
<td>Seahaven Prop Share</td>
<td>$1,350,000 (trip triggers)</td>
</tr>
<tr>
<td>3.</td>
<td>US 98-Clara Ave. 6-laning (needed to meet future demand)</td>
<td>Seahaven Prop Share</td>
<td>$1,350,000 (trip triggers)</td>
</tr>
<tr>
<td>4.</td>
<td>FDD for US 98 from SR 79 to Thomas Drive byover (needed to meet future demand)</td>
<td>Seahaven Prop Share</td>
<td>$2,000,000 (trip triggers)</td>
</tr>
</tbody>
</table>

*Note: The table above represents various projects and their associated funding sources and fiscal year allocations.*
<table>
<thead>
<tr>
<th>Prop Share Projects</th>
<th>Funding Source</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>ITS for US 98 from Phillips Inlet to Thomas Dr. flyover (needed to meet future demand)</td>
<td>Seahaven Prop Share</td>
</tr>
<tr>
<td>6.</td>
<td>Hill Rd. Improvements (needed to meet future demand)</td>
<td>Seahaven Prop Share</td>
</tr>
</tbody>
</table>

**Notes**

1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as formally adopted by the FDOT, District 3 and the Bay County TPO.

2. The City of Panama City Beach hereby adopts by reference the Bay County School District's 2014-2015 Work Plan.

3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 14/15 is approximately $7,900,000.

4. The City will coordinate with the most recent Northwest Florida Water Management District Water Supply Plan.
REGULAR AGENDA
ITEM #10,

RESOLUTION 15-15
RESOLUTION 15-15

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and D.H. Griffin Wrecking Company, Inc., relating to asbestos abatement and disposal, building demolition and disposal and cleaning of the Beach Club Motel property located at 10637 and 10708 Front Beach Road, Panama City Beach, Florida, in the basic amount of One Hundred Thirteen Thousand Four Hundred Ninety-Two Dollars and No Cents ($113,492.00), together with a contingency amount of Ten Thousand Dollars ($10,000), 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, 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 __________, 2014.

CITY OF PANAMA CITY BEACH

By: _______________________
    Gayle F. Oberst, Mayor

ATTEST:

___________________________
Holly J. White, City Clerk
MEMORANDUM

To: Mario Gisbert, City Manager

From: John Alaghemand, P.E., Assistant City Manager/CRA Manager

Subject: Contract Award for Asbestos Abatement, Demolition and Disposal of the Beach Club Motel

Date: November 7, 2014

A Request for bids for asbestos abatement and disposal, building demolition and disposal and cleaning of the Beach Club Motel property was advertised on October 16 and October 23, 2014. A Mandatory Pre-bid Meeting and Walkthrough of the property was held on Monday, October 27, 2014. The following bids were received until 2:00 PM Central Time on November, 3, 2014 and publicly opened immediately thereafter:

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Lump Sum Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.H. Griffin Wrecking Company, Inc.</td>
<td>$113,492.00</td>
</tr>
<tr>
<td>Cross Construction Services, Inc.</td>
<td>$114,950.00</td>
</tr>
<tr>
<td>Cross Environmental Services, Inc.</td>
<td>$116,892.00</td>
</tr>
<tr>
<td>Cason Environmental &amp; Demolition Services</td>
<td>$117,500.00</td>
</tr>
<tr>
<td>Virginia Wrecking Company, Inc.</td>
<td>$123,456.00</td>
</tr>
<tr>
<td>Sikes Concrete, Inc.</td>
<td>$139,900.00</td>
</tr>
<tr>
<td>Clement Group, LLC</td>
<td>$162,250.00</td>
</tr>
<tr>
<td>Harrington &amp; Associates, Inc.</td>
<td>$217,800.00</td>
</tr>
<tr>
<td>Pac Comm, Inc.</td>
<td>$307,000.00</td>
</tr>
</tbody>
</table>

Staff has evaluated the bids and determined that D.H. Griffin Wrecking Company submitted the lowest bid for the project. Funds are included in the fiscal year 2015 Budget for this project.

It is recommended that the Council award a contract in the amount of $113,492.00 to D.H. Griffin Wrecking Company for asbestos abatement, demolition, clearing and disposal of the Beach Club Motel buildings and approve funding in the amount $10,000 for the project’s contingencies.

Attachments: Suggested Resolution & Agreement
BEACH CLUB MOTEL ASBESTOS ABATEMENT, DEMOLITION AND DISPOSAL

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this day of , 2014 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "CITY") and D.H. GRIFFIN WRECKING COMPANY, INC., doing business as a corporation (an individual), or (a partnership), or (a corporation), having a business address of 508 Mineral Trace, Suite 106 Hoover, Alabama 35244 (hereinafter called "CONTRACTOR") , for the performance of the WORK (as that terms is defined below) in connection with the construction of “BEACH CLUB MOTEL ASBESTOS ABATEMENT, DEMOLITION AND DISPOSAL” , to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications and all other Contract Documents hereafter specified.

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

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

2. The CONTRACTOR will commence the WORK required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by CITY in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the WORK within 60 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the WORK shall be achieved by CONTRACTOR within the time period set forth for the WORK.

AGREEMENT 00050-1

AGENDA ITEM # 10
4. The CONTRACTOR agrees to perform all of the WORK described in the Contract Documents and comply with the terms therein for a Lump Sum amount of $113,492.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

   Section 00010      ADVERTISEMENT FOR BIDS
   Section 00020      INFORMATION FOR BIDDERS
   Section 00030      BID PROPOSAL FORM
   Section 00040      BID BOND
   Section 00050      AGREEMENT
   Section 00060      NOTICE OF AWARD
   Section 00070      NOTICE TO PROCEED
   Section 00095      DRUG FREE WORKPLACE
   Section 00097      PUBLIC ENTITY CRIMES
   Section 00099      CERTIFICATE OF INSURANCE
   Section 00100      GENERAL CONDITIONS
   Section 00101      SCOPE OF WORK

ADDENDA: No addendum was issued for this project.

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

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

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

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

If to CITY:

<table>
<thead>
<tr>
<th>City of Panama City Beach</th>
</tr>
</thead>
<tbody>
<tr>
<td>110 South Arnold Road</td>
</tr>
<tr>
<td>Panama City Beach, FL 32413</td>
</tr>
<tr>
<td>ATTENTION: Mario Gisbert, City Manager</td>
</tr>
<tr>
<td>Fax No.: (850) 233-5108</td>
</tr>
</tbody>
</table>

If to Contractor:

| 508 Mineral Trace, Suite 106 Hoover, Alabama 35244 |
| ATTENTION: Gene Ingram, Regional Manager |
| Fax No. |

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

10. CONTRACTOR recognizes that CITY is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to CITY, CONTRACTOR shall comply with and fully implement the sales tax savings program.

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

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the WORK contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and

AGREEMENT

AGENDA ITEM # 10
that all negotiations, acts, WORK performed, or payments made prior to the
execution hereof shall be deemed merged in, integrated and superseded by
this Agreement.

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

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

15. For this Project, CITY has designated a Project Representative to assist
CITY with respect to the administration of this Agreement. The Project
Representative to be utilized by CITY for this Project shall be John
Alaghernand, P.E., Assistant City Manager/CRA Manager.

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

17. INSURANCE - BASIC COVERAGES REQUIRED
The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to CITY. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverage and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of CITY and the CITY does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

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

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to CITY and are subject to CITY'S approval. They may be reduced or eliminated at the option of CITY. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by CITY.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of CITY shall be considered excess, as may be applicable to claims or losses which arise out of

AGREEMENT 00050-5

AGENDA ITEM # 10
the Hold Harmless, Payment on Behalf of CITY, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

| Limit Each Accident | $1,000,000 |
| Limit Disease Aggregate | $1,000,000 |
| Limit Disease Each Employee | $1,000,000 |

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverage must be maintained for a period of not less than three (3) years following CITY's final acceptance of the project.
The CONTRACTOR shall add CITY as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE
The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR’S owned, non-owned, leased, rented or hired vehicles with limits not less than:

<table>
<thead>
<tr>
<th>Bodily Injury &amp; Property Damage</th>
<th>$1,000,000 Combined Single Limit Each Accident</th>
</tr>
</thead>
</table>

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

ADDITIONAL INSURANCE
No other insurance will be required by the City for this Contract.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.
(SEAL)

CITY:
CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

BY:

NAME: ____________________________ (Please type)

TITLE: ____________________________

City Clerk

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: ____________________________

NAME: ____________________________ (Please Type)

ADDRESS: ____________________________

[END OF SECTION 00050]
REGULAR AGENDA
ITEM #11,
RESOLUTION 15-17
RESOLUTION 15-17

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Gulf Power Company, relating to the construction and installation of underground electrical distribution facilities in that portion of Front Beach Road designated in the Front Beach Road Segment 2 Improvement Project, in the basic amount of One Million Nine Hundred Eighty Eight Thousand Four Hundred Fourteen Dollars and No Cents ($1,988,414), 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, 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 ______________, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk

AGENDA ITEM #: 11

Resolution 15-17
MEMORANDUM

To: Mario Gisbert, City Manager

From: John Alaghemand, P.E., Assistant City Manager/CRA Manager

Subject: Gulf Power Company Conversion Fee for the Front Beach Road Segment 2 Improvement Project

Date: November 7, 2014

Enclosed for the Council’s consideration is a recommended agreement between the City and Gulf Power Company (Exhibit I) for underground conversion of the existing overhead electrical distribution facilities for the Front Beach Road Segment 2 Improvement Project. The Gulf Power’s proposed fee for this project is $1,988,414.00 which is the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities and applicable non-typical charges.

To review the Gulf Power’s proposed fee for the undergrounding electrical distribution facilities for this project, staff engaged Mr. Robert Scheffel “Schef” Wright with GBW (Gardner, Bist, Wiener, Wadsworth, Bowden, Bush, Dee, LaVia & Wright, P.A.), Attorneys at Law. The GBW services involved the following steps:

1. Review the Gulf Power’s conversion calculation sheets;
2. Verify that the operation & maintenance costs for undergrounding facilities appeared to be reasonable and consistent with other values;
3. Confirm that Gulf Power applied the correct charges for engineering and supervision costs in its calculation;
4. Confirm that Gulf Power selected the low-cost bidder, and
5. Review the materials list for the project are reasonable.

According to Mr. Wright’s Memo (Exhibit II), all aspects of the Gulf Power’s calculations for underground conversion fee for the Front Beach Road Segment 2 Improvement Project appeared to be consistent with the City and Gulf Power’s previous agreement regarding the calculation methodologies for undergrounding projects. Other aspects of the proposal appeared to be reasonable and the contractor selected by Gulf Power to perform the work offered a price significantly less than other responsive bidders.
Gulf Power has submitted the following payment schedule for the City’s consideration:

<table>
<thead>
<tr>
<th>Total Conversion Costs</th>
<th>$1,988,414.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Payment Schedule Below:</strong></td>
<td></td>
</tr>
<tr>
<td>First Payment (50% of total amount due upon material and equipment order)</td>
<td>$994,207.00</td>
</tr>
<tr>
<td>Second Payment (50% of remaining balance due at 50% of construction completion)</td>
<td>$497,103.50</td>
</tr>
<tr>
<td>Final Payment (Final 50% of remaining balance due at construction completion)</td>
<td>$497,103.50</td>
</tr>
</tbody>
</table>

It is recommended that the Council approve the attached Agreement between the City and Gulf Power Company for underground conversation construction for the Front Beach Road Segment 2 Improvement Project and authorize the City Manager to execute the Agreement.

**Attachments:** Resolution Exhibits I and II
Exhibit I

GULF POWER COMPANY AGREEMENT
FOR UNDERGROUND CONVERSION CONSTRUCTION
Panama City Beach
W.O. # _18A1K7_

This AGREEMENT made and entered into this _____ day of ____________, (Effective Date) by GULF POWER COMPANY, hereinafter called the Utility, and ___ CITY OF PANAMA CITY BEACH___, hereinafter called the Applicant, sets forth the terms which will apply to the construction and installation of the underground facilities to be located at: “SEGMENT II, FRONT BEACH ROAD” - FRONT BEACH ROAD FROM RICHARD JACKSON BLVD EAST TO GULFSIDE DRIVE.

Exhibit “A” hereto, contains a detailed description of the location and facilities that will be constructed or installed by the Utility.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in ___BAY___ County, Florida, in which the Applicant desires to have certain specified existing overhead electric distribution facilities replaced with underground electric facilities; and

WHEREAS, the Utility would normally construct, install and maintain overhead electric facilities at the location described in Exhibit “A”; and

WHEREAS, the Utility can only remove the existing overhead electrical distribution facilities at the above described location and replace them with underground electrical distribution facilities if the costs of the conversion of overhead to underground electrical distribution facilities are paid by the entity requesting the conversion; and

WHEREAS, the Applicant agrees to pay for the costs associated with the conversion of overhead to underground electrical distribution facilities;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. The Utility hereby agrees to remove the existing overhead electrical distribution facilities at the above-described location and replace them with underground electrical distribution facilities provided:

   (a) the costs of performing this activity are paid by the Applicant according to the terms set forth in Paragraph 2;

   (b) the Utility shall own and maintain the underground electrical
distribution facilities constructed and installed pursuant to this Agreement and such facilities shall be installed in a manner within the sole discretion of the Utility;

(c) the Applicant specifically agrees and acknowledges that only the following facilities are to be constructed underground by Utility pursuant to this Agreement:

(1) the electrical distribution facilities specifically set forth in Exhibit "A", until the combined load served by the facilities described in Exhibit "A" reaches a line capacity of _900_ amps as determined by Utility. Once this line capacity limit is reached, any future upgrades to, or extensions of the facilities described in Exhibit "A" shall be installed in a manner, either overhead or underground, within the sole discretion of the Utility. All electrical distribution service entrances to a customer's premise shall be installed in a manner within the sole discretion of the Utility;

(d) the Applicant causes to be conveyed to the Utility, without cost, an easement running with the property with rights of ingress and egress necessary or convenient to the Utility or required by it for the purpose of operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment. In the event that no easement is conveyed and regardless of whether the line capacity limit set in paragraph 1(c)(1) has been reached, Applicant acknowledges and agrees that any future relocation of the facilities at the demand or request of any governmental entity shall result in the facilities being relocated and installed overhead unless the utility is fully compensated for the costs associated with the relocation of the facilities underground; and

(e) the conditions of Section No. IV, Rules and Regulations for Electric Service, Part VI, Paragraph 6.5.1 & 6.5.3 are met.

2. In consideration for the utility performing the activities set forth in paragraph 1 above, the Applicant agrees to pay to the Utility $1,988,414.00 which is the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities and applicable non-typical charges. This difference shall be paid by the Applicant to the Utility contemporaneously with the execution of this Agreement by the Applicant unless alternate payment terms have been agreed to by writing to a Vice President of the Utility. If applicable, any such alternate payment terms shall be stated in Exhibit "B" hereto. Applicant agrees that construction of the electrical distribution facilities specifically set forth in Exhibit "A" must commence within _30_ days of the Effective Date and shall be completed within _180_ days of the Effective Date or this Agreement shall terminate. Upon such termination, the Utility shall refund to Applicant the amounts paid to Utility under this Agreement less an amount to cover all costs incurred by Utility in the
performance of the Agreement as of the date of termination.

3. Electric service provided to the Applicant or any customer through the electrical distribution facilities described in Exhibit "A" will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

4. In the event that the Applicant requests that the Utility perform work outside the scope of work outlined in Exhibit "A," or in the event that the Utility encounters unforeseen conditions, the existence of which were not, and would not have been discovered by the Utility upon a reasonable inspection of the premises and applicable drawings and specifications, the Utility shall require that the Applicant execute a Change Order substantially in the form attached hereto as Exhibit "C." The Utility may, at its discretion, discontinue all work on the project until a satisfactory Change Order is executed. In the event that a satisfactory Change Order is not executed within sixty (60) days of being presented to the Applicant, the Utility may terminate this Agreement. Upon such termination, the Utility shall refund to Applicant the amounts paid to Utility under this Agreement less an amount to cover all costs incurred by Utility in the performance of the Agreement as of the date of termination.

5. If at any time, the Utility is unable to perform its obligations hereunder due to an event of Force Majeure (including, but not limited to Acts of God, national emergencies, strikes, or any other events beyond the reasonable control of the Utility) the Utility’s obligations hereunder shall be suspended for the duration of the Force Majeure event. The disabling effects of such Force Majeure event shall be eliminated as soon as reasonably possible and to the extent reasonably possible. However, in the event that the Force Majeure event is not eliminated within ninety (90) days of its first occurring, either party may terminate this Agreement. Upon such termination, the Utility shall refund to Applicant the amounts paid to Utility under this Agreement less an amount to cover all costs incurred by Utility in the performance of the Agreement as of the date of termination.

6. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained. Any attempt to assign this Agreement in violation of this provision shall be void and without effect.

7. The Utility, through the signature of one of its Vice-Presidents, and the Applicant, through the signature of one of its officers below, and in witness whereof, acknowledges this agreement set forth above as properly executable:

8. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.
APPLICANT: 

By: 

( ) 

ATTEST: 

Date: 

GULF POWER COMPANY:

By: 

Vice President 

ATTEST: 

Date: 

Correspondence with the Applicant should be addressed to:

NAME:  Mario Gisbert, City Manager 

FIRM: City of Panama City Beach 

ADDRESS: 110 South Arnold Road 

CITY: Panama City Beach 

STATE: FL 

ZIP CODE: 32413 

AGENDA ITEM # 11
Exhibit “A”
Front Beach Road – Segment 2
Underground Agreement

Gulf Power will replace existing overhead electrical service with underground electrical service along:

- 435' north and 624' west from the intersection of Front Beach Road and Richard Jackson Blvd: from the same intersection 4,900' east to the intersection of Front Beach Road and Gulfside Drive; for a total of 5,959'. Remove existing overhead facilities and replace with underground duct bank that will be installed along portions of Richard Jackson Blvd and Front Beach Road.

Specifically, Gulf Power will provide and install all required electrical equipment and cable in electrical vaults, manholes, and conduit provided by the Community Redevelopment Agency funded roadway reconstruction contract. All Gulf Power work will be in accordance with Gulf Power “Overhead to Underground Conversion” Front Beach Road Segment II drawings, sheets 1-13, dated September 9, 2013; Roadway Improvements to Front Beach Road and Richard Jackson Blvd.
Exhibit "B"
Front Beach Road – Segment 2
Alternate Payment Terms

In Lieu of total up-front payment of $1,988,414.00 by the City of Panama City Beach to Gulf Power Company, it is heretofore agreeable for the City of Panama City Beach to execute a 'Purchase Order Agreement' to Gulf Power Company in said amount.

Gulf Power Company will bill expenditures to the Purchase Order Agreement provided by Panama City Beach as follows:

<table>
<thead>
<tr>
<th>Total Conversion Costs</th>
<th>$1,988,414.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Payment Schedule Below:</strong></td>
<td></td>
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<tr>
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<tr>
<td>2\textsuperscript{nd} Payment (50% of remaining balance due at 50% of construction completion)</td>
<td>$497,103.50</td>
</tr>
<tr>
<td>Final Payment (Final 50% of remaining balance due at construction completion)</td>
<td>$497,103.50</td>
</tr>
</tbody>
</table>
Exhibit "C"

CHANGE ORDER FOR UNDERGROUND CONSTRUCTION AGREEMENT
DSO # ________________________

WHEREAS, on ________________________, Gulf Power Company hereinafter called the Utility, and ________________________, hereinafter referred to as the Applicant, entered into an Agreement for Underground Construction, hereinafter referred to as the Agreement (a true and correct copy of which is attached hereto and incorporated herein); and

WHEREAS, the Applicant has requested that the Utility perform additional work outside the scope of the Agreement; and

WHEREAS, the Utility and the Applicant desire to amend the Agreement to reflect the change in scope and corresponding change in price for the work to be performed;

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth and previously set forth in the Agreement, it is agreed by and between the parties to amend the Agreement in the following respects:

1. The scope of work referenced for DSO#_________ Exhibit “A” to the Agreement is hereby modified with the amended scope of work attached to this Change Order.

2. The price term referenced in paragraph __________ of the Agreement is modified to read “______________.”

3. All other terms and conditions of the Agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in two counterparts as of the day and year last specified below.

[Insert Applicant Name]                                     GULF POWER COMPANY

By:________________________________________________________

________________________________________________________

ATTEST:

________________________________________________________

By:________________________________________________________

________________________________________________________

ATTEST:

Assistant Corporate Secretary

Date:________________________________________________________

Date:________________________________________________________
Exhibit II

GBW

Gardner, Bist, Wiener, Bowden, Bush, Dee, LaVia & Wright, P.A.
ATTORNEYS AT LAW

Michael P. Bist
Garvin B. Bowden**
Benjamin B. Bush
David S. Dee
Erina W. Duncan
Charles R. Gardner
John T. LaVia, III

1300 Thomaswood Drive
Tallahassee, Florida 32308

Fax: 850-385-0070

www.gbwlegal.com

Bruce I. Wiener**
Wendy Russell Wiener
Bedford Wieler
Robert Scheffel "Scheff" Wright

Facsimile: 850-385-5416

**Board Certified Real Estate Lawyer

MEMORANDUM

September 21, 2014

TO:   JOHN ALAGHEMAND, ASSISTANT CITY MANAGER/CRA MANAGER
CITY OF PANAMA CITY BEACH, FLORIDA

DOUGLAS SALE, ESQUIRE, CITY ATTORNEY
CITY OF PANAMA CITY BEACH, FLORIDA

FROM:  ROBERT SCHEFFEL WRIGHT

SUBJECT: CIAC FOR FRONT BEACH ROAD SEGMENT 2 UNDEEGRONISING PROJECT

As we previously discussed, on Friday, September 12, I met with Linda Davis, Coordinator of Customer Operations Support for Gulf Power, and Steve Griffin, Gulf's attorney who handles the City's undergrounding ("UG") projects for Gulf. The purpose of my meeting was to review, pursuant to a Non-Disclosure Agreement between my firm and Gulf, Gulf's cost estimates and CIAC calculations for the underground conversion project that begins at the intersection of Front Beach Road and Gulfside Drive and continues west to the intersection of Front Beach Road and Richard Jackson Boulevard in Panama City Beach. This project is commonly referred to by the City and by Gulf Power as the "Front Beach Road Segment 2 Improvement Project."

In summary, I verified the calculations, confirmed that they are consistent with the agreements that Gulf and the City reached with respect to the CIAC for the South Thomas Drive-Front Beach Road undergrounding project in 2011, and confirmed that the contractor selected by Gulf to perform the work on the Front Beach Road Segment 2 Project was, in fact, the low bidder. Accordingly, I would support the City proceeding with the Front Beach Road
Segment 2 Project as proposed by Gulf, at Gulf’s proposed CIAC.

The Front Beach Road Segment 2 Improvement Project covers 5,610 linear feet, or approximately 1.06 linear miles, and includes 16,830 feet of conductor (wire). Among other things, in my review:

1. I reviewed Gulf’s CIAC calculation sheet for the Front Beach Road Segment 2 Project; a copy is attached. In my review, I confirmed that Gulf correctly applied the formula (including the agreements regarding the formula that we reached with Gulf in 2011) for computing the CIAC for UG conversion projects. Also, considering the age of the overhead (“OH”) distribution facilities being removed (average installation date is 1992), I believe that both the “Estimated Net Book Value of Existing Facilities” (i.e., the facilities being removed) is reasonable, and also that the Salvage value is reasonable. Also, considering the running length of the project, the Cost of Removal appears reasonable to me, relative to the corresponding removal cost for the South Thomas Drive Project, the Powell Adams Road Project, and other UG projects that I have been involved with.

2. I verified that the operating and maintenance (“O&M”) cost per conductor foot for UG facilities, $6.41737 per foot, is less than the corresponding charge for OH facilities, which is $7.28062 per foot. These are the same values that Gulf applied for the Powell Adams Road Project in 2012, and in light of the fact that they have not increased in the intervening 2 years as well as the fact that I believed that the values were reasonable in 2012, I continue to be of the opinion that they are reasonable.

3. I confirmed that, consistent with the agreement that Gulf and the City reached on the South Thomas Drive UG project, Gulf correctly applied the 30 percent charge for Engineering & Supervision costs (accounting overhead charges for common costs) to the UG side of the job, and also that Gulf applied a 50 percent E&S charge to the OH side of the calculations (which is a benefit to the City). The E&S charges for the Lighting component of the Front Beach Road Segment 2 Project was based on actual costs, which I believe is reasonable as a methodological approach; additionally, at 32.4 percent of the
Labor and Materials Cost for the Lighting work, these charges appear objectively reasonable to me.

4. I examined Gulf’s summary bid sheet for the two bidders who submitted responsive bids for the job and confirmed that the selected contractor, MasTec, offered a bid that is significantly less than that offered by the other bidder.

5. I reviewed the materials list for the project. While I am not an engineer, I’ve looked at a number of these in my UG work and the list appears reasonable and appropriate to me.

Finally, Gulf has begun separately accounting for certain post-project costs, which they identify under the accounting entry “Blanket.” This item covers the projected actual costs for a pole removal truck and labor necessary to finally remove certain poles that remain after the original underground conversion project is completed. Such “remaining” poles are those that, after the electric facilities have been undergrounded, remain in place because they still have telecommunications and cable television facilities on them.

In summary, all aspects of the CIAC calculations for the Front Beach Road Segment 2 Project appear to be consistent with the City’s and Gulf’s agreements regarding CIAC calculation methodologies for other UG projects, and other aspects of the proposal also appear reasonable to me. Again, the contractor selected by Gulf to perform the work offered a price significantly less than the other responsive bidder.

Thank you again for the opportunity to be of service to the City and the citizens of Panama City Beach with this Project. If you have any questions, please call me any time.

Attachment
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Underground Construction</strong></td>
<td></td>
</tr>
<tr>
<td>Labor &amp; Materials</td>
<td>1,640,125</td>
</tr>
<tr>
<td>Engineering &amp; Supervision Overhead</td>
<td>492,037</td>
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<tr>
<td>Operating Cost (conductor foot)</td>
<td>108,004</td>
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<tr>
<td>Transformers</td>
<td>150,448</td>
</tr>
<tr>
<td><strong>Original Underground Construction Estimate</strong></td>
<td>2,390,614</td>
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<tr>
<td><strong>Lighting</strong></td>
<td></td>
</tr>
<tr>
<td>Labor &amp; Materials</td>
<td>34,426</td>
</tr>
<tr>
<td>Engineering &amp; Supervision Overhead</td>
<td>11,145</td>
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<tr>
<td><strong>Lighting</strong></td>
<td>45,571</td>
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<tr>
<td><strong>Underground Construction Estimate with Lighting</strong></td>
<td>2,436,185</td>
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<tr>
<td><strong>Existing Facilities</strong></td>
<td></td>
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<tr>
<td>Estimated Net Book Value of Existing Facilities</td>
<td>115,215</td>
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<tr>
<td>Cost of Removal</td>
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<tr>
<td>Salvage</td>
<td>(105,451)</td>
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<tr>
<td><strong>Costs &amp; Credits Associated with Existing Facilities</strong></td>
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<tr>
<td><strong>Overhead Construction Credit</strong></td>
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</tr>
<tr>
<td>Labor &amp; Materials</td>
<td>(375,184)</td>
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<tr>
<td>Engineering &amp; Supervision Overhead</td>
<td>(175,940)</td>
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<tr>
<td>Operating Cost (conductor foot)</td>
<td>(122,533)</td>
</tr>
<tr>
<td>Transformers</td>
<td>(87,820)</td>
</tr>
<tr>
<td><strong>Overhead Construction Credit</strong></td>
<td>(761,477)</td>
</tr>
<tr>
<td><strong>Total CIAC</strong></td>
<td>1,819,169</td>
</tr>
<tr>
<td>Paid Binding Estimate Deposit</td>
<td>(2,416)</td>
</tr>
<tr>
<td>Blanket</td>
<td>63,497</td>
</tr>
<tr>
<td>Inspection Costs</td>
<td>108,164</td>
</tr>
<tr>
<td><strong>CIAC Balance Due</strong></td>
<td>1,988,414</td>
</tr>
</tbody>
</table>
CABLE LABEL DETAILS

FIRST UPLINE PROTECTION (FROM START OF PROJECT SHEET 3)
12kV 1900 VAC 1200 IAC PROTECTIVE SWITCHEAR
DRAWING DATE: 12/30/07

SECOND UPLINE PROTECTION (FROM START OF PROJECT SHEET 3)
12kV 1900 VAC 1200 IAC PROTECTIVE SWITCHEAR
DRAWING DATE: 12/2/07

SOURCE: LONG BEACH SUB
REGULAR AGENDA
ITEM #12,

RESOLUTION 15-18
RESOLUTION 15--18

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO REFLECT THE DISSOLUTION OF THE SAFE KIDS SPECIAL REVENUE FUND AND TRANSFER OF ITS ASSETS; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the Safe Kids Special Revenue Fund was established to account for specific programs funded by grants from the Florida Department of Transportation; and

WHEREAS, the City no longer has need or use of this Fund.

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

1. The City’s Safe Kids Special Revenue Fund is hereby dissolved. The monies in the Fund shall be transferred to the General Fund, and its non-cash assets shall be transferred to the City’s Fire Department.

2. The following budget amendment (#4) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2014, and ending September 30, 2015, as shown in and in accordance with the attached and incorporated Exhibit A, for the purpose of transferring the monies in the Safe Kids Special Revenue Fund to the General Fund.

3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of ________________, 2014, NUNC PRO TUNC October 1, 2015.

CITY OF PANAMA CITY BEACH

By__________________________
GAYLE F. OBERST, MAYOR

ATTEST:

__________________________
HOLLY J. WHITE, CITY CLERK
### CITY OF PANAMA CITY BEACH
### BUDGET TRANSFER FORM BF-10

<table>
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<th>BUDGET ADJUSTMENT</th>
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Check Adjustment Totals: 7,479,640.00  0.00  7,479,640.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect the dissolution of the Safe Kids Special Revenue Fund effective 10/01/14

AGENDA ITEM #
REGULAR AGENDA
ITEM #13,

RESOLUTION 15-19
RESOLUTION 15-19

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Real Estate Sales Contract between the City and Long Beach Resort Management, LTD., L.L.P, a Florida limited partnership, relating to the purchase of property located at 10511 Front Beach Road, for the purchase amount of Forty-Three Thousand Eight Hundred Seventy-Five Dollars ($43,875), in substantially the form of the documents attached and presented to the Council today, draft dated October 30, 2014, 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 13 day of November, 2014.

CITY OF PANAMA CITY BEACH

By: ___________________________
    Gayle F. Oberst, Mayor

ATTEST:

__________________________
Holly White, City Clerk
MEMORANDUM

To: Mario Gisbert, City Manager

From: John Alaghemand, P.E., Assistant City Manager/CRA Manager

Subject: Real Estate Sales Contract for Purchase of Right-of-Way from Long Beach Resort Management, LLP for the Front Beach Road Segment 2 Improvement Project

Date: November, 7, 2014

As a part of the property acquisition efforts for the Front Beach Road Segment 2 Improvement Project, Chandler & Associates, Inc. has prepared an appraisal for a right-of-way strip along the Long Beach Resort Management’s property on Front Beach Road (Exhibit A, parcel 68A). Based on the Appraisal, the estimated fair market value of the required property (approximately 1234 square feet) is $30,000.00. The City has previously approved a standard incentive schedule (Resolution 06-02) for calculating appropriate offers to landowners who willingly sell their land to the City for the right-of-way improvement purposes. The calculated incentive amount for the proposed property acquisition is $13,875.00 to be added to the appraisal estimated price, which brings the total purchase price to $43,875.00. The estimated purchase price of $43,875.00 has been accepted by the property owner, Long Beach Resort Management, LLP.

It is recommended that the Council approve the attached Real Estate Sales Contract to purchase parcel 68A (approximately 1,234 square feet) in the amount of $43,875.00 for the Front Beach Road Segment 2 Improvement Project and authorize the City Manager to execute the Contract.

Attachments: Resolution and Sales Agreement
REAL ESTATE SALES CONTRACT

STATE OF FLORIDA

COUNTY OF BAY

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between LONG BEACH RESORT MANAGEMENT, LTD., LLP ("Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01. Seller hereby sells and agrees to convey by special warranty deed (the "Deed"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

SEE ATTACHED EXHIBIT A—Description Parcel 68A (sometimes referred to as the "Property").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Property, including any rights of Seller to any oil, gas, and other minerals, together with any improvements and fixtures situated on and attached to the Property or appurtenant thereto (all of such real property, leases, rights, and appurtenances being hereinafter collectively referred to as the "Property"), but reserving unto itself the perpetual right of access and easement for ingress and egress over and through the Property to adjacent streets, alleys or right-of, way, for the consideration and upon the terms and conditions hereinafter set forth.
ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of FORTY THREE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS ($43,875.00).

Deposit

2.02. Purchaser shall deposit with Harrison Sale McCloy, Chtd. the sum of Five Thousand Dollars ($5,000.00) as an Escrow Deposit that shall be credited to the Purchaser at Closing.

Payment of Purchase Price

2.03. Purchaser shall pay at Closing the sum of Thirty Eight Thousand Eight Hundred Seventy Five Dollars and No Cents ($38,875.00) in cash or certified funds.

ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing):

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser's expense, a title insurance commitment ("Title Commitment"). The Title Commitment shall commit to issue to Purchase an owner's title insurance policy in an amount equal to the total Purchase Price of the
Property upon recording of the deed hereinafter called for, free and clear of all liens and encumbrances except the standard exceptions or qualification usually printed in the title insurer's commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released for all obligations under the Contract. Seller agrees that it will in good faith use due diligence to correct the title defect within the time provided.

Access and Inspection Rights

3.03. Purchaser may, prior to the Closing Date, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property (including, without limitation, environmental inspections, borings and physical samplings) as Purchaser deems necessary or desirable, and Seller shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.

Furthermore, from and during this Contract, Purchaser shall have the right to enter upon the Property for purposes of conducting any such inspections, tests, and investigations of the Property as Purchaser deems necessary or desirable and such right in Purchaser shall extend to Purchaser's
agents, representatives, consultants, and contractors. Any damage to the Property or improvements caused by any such entry, inspections, tests, or investigations shall be repaired immediately by Purchaser. Purchaser shall indemnify Seller and hold Seller harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against Seller arising out of such entry, inspections, tests or investigations.

Buyer understands that it is purchasing the Property in "as-is, where-is" condition and that no stated or implied representations or warranties of any nature whatsoever have been made by the Seller pertaining to the size, shape, location or condition of the Property, or pertaining to the site, environmental matters, toxic waste, radon gas, etc.

ARTICLE IV

CLOSING

4.01. The Closing shall be at the offices of Harrison Sale McCloy, 304 Magnolia Avenue, Panama City, Florida, on or before December 31, 2014, unless the parties agree in writing to another date and place for Closing.

4.02. Real property taxes, water rates and sewer charges, and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days of each month, Seller to have the last day, to the date of Closing. Taxes for all prior years shall be paid by Seller. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to

REAL ESTATE SALES CONTRACT - Page 4

October 30, 2014
the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Purchaser.

4.03. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for general real estate taxes for the year of closing and subsequent years not yet due and payable and any exception approved by Purchaser in writing.

(b) Deliver to Purchaser an Affidavit of Non-Foreign Status of Seller executed by Seller.

(c) Deliver to Purchaser and the Closing Agent affidavits by knowledgeable persons that there are no liens and encumbrances, existing or contingent, against the Property.

(d) Deliver to Purchaser possession of the Property.

4.04. At the Closing, Purchaser shall:

(a) Deliver to Seller the cash portion of the Purchase Price.

4.05. Each party shall pay any attorney’s fees incurred by such party. Purchaser shall pay for the following: documentary tax stamps affixed to the Deed; the cost of the Title Insurance Policy and related charges for examination, search and closing; and the cost of recording the Deed. All other costs and expenses of Closing the sale and purchase and loans shall be borne and paid by the party requesting the item or service.
ARTICLE V

LEGISLATIVE ACTION

5.01. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before December 11, 2014. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

ARTICLE VI

BREACH BY SELLER

6.01. If Seller fails or refuses to comply fully with the terms of this Contract, because of failure to clear title, as outlined in Paragraph 3.02 contained herein, to Property or for any other cause other than Purchaser's default, Purchaser may, at its option, (a) rescind this Contract and recover from Seller the Deposit, or (b) proceed with this Contract and take the Property as-is.

ARTICLE VII

BREACH BY PURCHASER

7.01. If Purchaser shall default in the performance of any of the terms and conditions of this Contract, or if the Closing shall not occur through the fault of Purchaser, Seller may, as their sole remedy, retain the Deposit as liquidated damages, and this Contract shall be cancelled.

ARTICLE VIII

MISCELLANEOUS

Survival of Covenants

(a) The terms of this Agreement shall merge into the closing documents, notably, the Deed, and shall not survive the Closing.
Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the addresses set forth herein below:

IF TO SELLER:

J. Wallace Nall, Jr.
119 Euclid Avenue
Birmingham, AL 35213

With Copy To:

Elizabeth J. Walters, Esquire
Burke Blue Hutchison & Walters
16215 Panama City Beach Parkway
Panama City Beach, FL 32413

IF TO PURCHASER:

Mario Gisbert, City Manager
John Alaghemand, CRA Director
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32407

With Copy To:

Amy E. Myers, Esquire
Harrison Sale McCloy
304 Magnolia Avenue
Post Office Box 1579
Panama City, Florida 32402

Governing Law and Jurisdiction
(c) This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

**Parties Bound**

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

**Legal Construction**

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Integration**

(f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

**Time of Essence**

(g) Time is of the essence of this Contract. All times calculated in days hereunder shall be calendar days.

**Attorney's Fees**

(h) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or
transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

**Gender and Number**

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

**Date of Contract**

(j) The term "date of this Contract" as used herein shall mean the latest of the dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which latest date shall be the date of final execution and agreement by the parties.

[rest of page intentionally left blank]
Executed on the dates set forth at the signatures of the parties hereto.

DATED as to Seller this _______ day of ________________, 2014.

Witnesses

__________________________________________

__________________________________________

SELLER:
LONG BEACH RESORT MANAGEMENT,
LTD., LLP

By: J. Wallace Nall, Jr.
Its:

DATED as to Purchaser this _______ day of ________________, 2014.

ATTEST:

__________________________________________

Holly J. White, City Clerk

PURCHASER:
PANAMA CITY BEACH, FLORIDA

By: ___________________________________________________________________

Mario Gisbert, City Manager
EXHIBIT A

LEGAL DESCRIPTION:

DESCRIPTION: NEW PARCEL 68A
Commence at the Southerly most corner on the Southeasterly boundary line of Lot 1, First Addition to Long Beach as per plat recorded in Plat Book 2 page 21 of the Public Records of Bay County, Florida and thence run North 34 degrees 24 minutes 23 seconds East, along the Southeasterly boundary line of said Lot 1 and the projection thereof, 236.21 feet to a point on the Southerly right of way line of Front Beach Road (State Road 30), said point being on a curve concave to the Northeast, thence run in a Southeasterly direction along said Southerly right of way line and curve having a radius of 4616.75 feet, through a central angle of 00 degrees 31 minutes 15 seconds for an arc length of 41.96 feet, chord of said arc being South 78 degrees 49 minutes 48 seconds East 41.96 feet to a spike nail marking the Northwest corner of the Long Beach Resort Management, LLP property as described in Official Record Book 2072 page 1139 of said Public Records for the POINT OF BEGINNING, thence from said Point of Beginning continue In a Southeasterly direction along said Southerly right of way line and curve having a radius of 4616.75 feet, through a central angle of 00 degrees 31 minutes 03 seconds for an arc length of 72.59 feet, chord of said arc being South 79 degrees 32 minutes 27 seconds East 72.59 feet to the Northeast corner of said Long Beach Resort Management, LLP property, thence departing from said Southerly right of way line run South 00 degrees 32 minutes 31 seconds West, along the East boundary line of said Long Beach Resort Management, LLP properly, 17.23 feet to an iron rod, said iron rod being on a curve concave to the Northeast, thence run in a Northwesterly direction along said curve having a radius of 4633.75 feet, through a central angle of 00 degrees 47 minutes 22 seconds for an arc length of 63.85 feet, chord of said arc being North 79 degrees 37 minutes 54 seconds West 63.85 feet to an iron rod, thence run North 52 degrees 35 minutes 03 seconds West 11.17 feet to an iron rod, said iron rod being on a curve concave to the Northeast, thence run in a Northwesterly direction along said curve having a radius of 4628.75 feet, through a central angle of 00 degrees 02 minutes 33 seconds for an arc length of 3.42 feet, chord of said arc being North 79 degrees 05 minutes 32 seconds West 3.42 feet to an iron rod, said iron rod being on a curve concave to the Northeast, thence run in a Northwesterly direction along said curve having a radius of 137.33 feet, through a central angle of 05 degrees 03 minutes 04 seconds for an arc length of 12.11 feet, chord of said arc being North 18 degrees 24 minutes 19 seconds East 12.10 feet to the Point of Beginning.
REGULAR AGENDA
ITEM #14,
RESOLUTION 15-20
RESOLUTION 15-20

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Real Estate Sales Contract between the City and Edgewater Beach Resort, L.L.C., a Florida limited liability company, relating to the purchase of property necessary to implement the Front Beach Road Segment 2 Improvement Project, for the purchase amount of Twenty One Thousand Four Hundred Eighty Dollars ($21,480), in substantially the form of the documents attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

___________________________
Holly White, City Clerk
MEMORANDUM

To: Mario Gisbert, City Manager

From: John Alaghemand, P.E., Assistant City Manager/CRA Manager

Subject: Real Estate Sales Contract for Purchase of Right-of-Way from Edgewater Beach Resort, LLC for the Front Beach Road Segment 2 Improvement Project

Date: November 7, 2014

As a part of the property acquisition efforts for the Front Beach Road Segment 2 Improvement Project, Chandler & Associates, Inc. has prepared an appraisal for a right-of-way strip and a corner clip along the Edgewater Beach Resort’s properties on Richard Jackson Blvd (Exhibit A, parcels 1A and 4A). Based on the Appraisal, the estimated fair market value of the required property (approximately 727 square feet) is $12,400.00. The City has previously approved a standard incentive schedule (Resolution 06-02) for calculating appropriate offers to landowners who willingly sell their land to the City for the right-of-way improvement purposes. The calculated incentive amount for the proposed property acquisition is $9,080.00 to be added to the appraisal estimated price, which brings the total purchase price to $21,480.00. The estimated purchase price of $21,480.00 has been accepted by the property owner, Edgewater Beach Resort, LLC.

It is recommended that the Council approve the attached Real Estate Sales Contract to purchase parcels 1A and 4A (approximately 727 square feet) in the amount of $21,480.00 for the Front Beach Road Segment 2 Improvement Project and authorize the City Manager to execute the Contract.

Attachments: Resolution and Sales Agreement
REAL ESTATE SALES CONTRACT

STATE OF FLORIDA

COUNTY OF BAY

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between EDGEWATER BEACH RESORT, LLC, a Florida limited liability company, ("Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01. Seller hereby sells and agrees to convey by special warranty deed (the "Deed"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

SEE ATTACHED EXHIBIT A—Description Parcel 1A and 4A (sometimes referred to as the "Property").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Property, including any rights of Seller to any oil, gas, and other minerals, together with any improvements and fixtures situated on and attached to the Property or appurtenant thereto (all of such real property, leases, rights, and appurtenances being hereinafter collectively referred to as the "Property"), but reserving unto itself the perpetual right of access and easement for ingress and egress over and through the Property to adjacent streets, alleys or right-of-way, for the consideration and upon the terms and conditions hereinafter set forth.

1.02. Seller also agrees to convey by license (the "License") temporary construction easements necessary to harmonize and reconnect existing features of Seller's property with the
highway improvements which are to be constructed on the Property acquired by Purchaser, which easements are located in Bay County, Florida described as follows:

SEE ATTACHED EXHIBIT B—Description Parcel 1B, 4B, 4C (sometimes referred to as the "Temporary Construction Easements").

ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of TWENTY ONE THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS ($21,480.00).

Deposit

2.02. Purchaser shall deposit with Harrison Sale McCloy, Chtd. the sum of Five Thousand Dollars ($5,000.00) as an Escrow Deposit that shall be credited to the Purchaser at Closing.

Payment of Purchase Price

2.03. Purchaser shall pay at Closing the sum of Sixteen Thousand Four Hundred Eighty Dollars and No Cents ($16,480.00) in cash or certified funds.
ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing):

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser's expense, a title insurance commitment ("Title Commitment"). The Title Commitment shall commit to issue to Purchase an owner's title insurance policy in an amount equal to the total Purchase Price of the Property upon recording of the deed hereinafter called for, free and clear of all liens and encumbrances except the standard exceptions or qualification usually printed in the title insurer's commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released for all obligations under the Contract. Seller agrees that it will in good faith use due diligence to correct the title defect within the time provided.

Access and Inspection Rights
3.03. Purchaser may, prior to the Closing Date, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property (including, without limitation, environmental inspections, borings and physical samplings) as Purchaser deems necessary or desirable, and Seller shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.

Furthermore, from and during this Contract, Purchaser shall have the right to enter upon the Property for purposes of conducting any such inspections, tests, and investigations of the Property as Purchaser deems necessary or desirable and such right in Purchaser shall extend to Purchaser's agents, representatives, consultants, and contractors. Any damage to the Property or improvements caused by any such entry, inspections, tests, or investigations shall be repaired immediately by Purchaser. Purchaser shall indemnify Seller and hold Seller harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against Seller arising out of such entry, inspections, tests or investigations.

Buyer understands that it is purchasing the Property in "as-is, where-is" condition and that no stated or implied representations or warranties of any nature whatsoever have been made by the Seller pertaining to the size, shape, location or condition of the Property, or pertaining to the site, environmental matters, toxic waste, radon gas, etc.

ARTICLE IV
CLOSING
4.01. The Closing shall be at the offices of Harrison Sale McCloy, 304 Magnolia Avenue, Panama City, Florida, on or before December 31, 2014, unless the parties agree in writing to another date and place for Closing.

4.02. Real property taxes, water rates and sewer charges, and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days of each month, Seller to have the last day, to the date of Closing. Taxes for all prior years shall be paid by Seller. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Purchaser.

4.03. At the Closing, Seller shall:

   (a) Deliver to Purchaser a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for general real estate taxes for the year of closing and subsequent years not yet due and payable and any exception approved by Purchaser in writing.

   (b) Deliver to Purchaser an Affidavit of Non-Foreign Status of Seller executed by Seller.

   (c) Deliver to Purchaser and the Closing Agent affidavits by knowledgeable persons that there are no liens and encumbrances, existing or contingent, against the Property.

REAL ESTATE SALES CONTRACT - Page 5
(d) Deliver to Purchaser possession of the Property.

(e) Deliver to Purchaser a duly executed License authorizing use of land for temporary construction easements associated with the Front Beach Road Segment 2 Improvement Project.

4.04. At the Closing, Purchaser shall:

(a) Deliver to Seller the cash portion of the Purchase Price.

4.05. Each party shall pay any attorney's fees incurred by such party. Purchaser shall pay for the following: documentary tax stamps affixed to the Deed; the cost of the Title Insurance Policy and related charges for examination, search and closing; and the cost of recording the Deed. All other costs and expenses of Closing the sale and purchase and loans shall be borne and paid by the party requesting the item or service.

ARTICLE V

LEGISLATIVE ACTION

5.01. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before December 11, 2014. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

ARTICLE VI

BREACH BY SELLER

6.01. If Seller fails or refuses to comply fully with the terms of this Contract, because of failure to clear title, as outlined in Paragraph 3.02 contained herein, to Property or for any other cause
other than Purchaser's default, Purchaser may, at its option, (a) rescind this Contract and recover from Seller the Deposit, or (b) proceed with this Contract and take the Property as-is.

ARTICLE VII

BREACH BY PURCHASER

7.01. If Purchaser shall default in the performance of any of the terms and conditions of this Contract, or if the Closing shall not occur through the fault of Purchaser, Seller may, as its sole remedy, retain the Deposit as liquidated damages, and this Contract shall be cancelled.

ARTICLE VIII

MISCELLANEOUS

Survival of Covenants

(a) The terms of this Agreement shall merge into the closing documents, notably, the deed, and shall not survive the Closing.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the addresses set forth herein below:

IF TO SELLER:

J. Wallace Nall, Jr.
119 Euclid Avenue
Birmingham, AL 35213

With Copy To:

Elizabeth J. Walters, Esquire
Burke Blue Hutchison & Walters
16215 Panama City Beach Parkway

REAL ESTATE SALES CONTRACT - Page 7
Governing Law and Jurisdiction

(c) This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
Integration

(f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(g) Time is of the essence of this Contract. All times calculated in days hereunder shall be calendar days.

Attorney’s Fees

(h) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Date of Contract

(j) The term "date of this Contract" as used herein shall mean the latest of the dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which latest date shall be the date of final execution and agreement by the parties.
Executed on the dates set forth at the signatures of the parties hereto.

DATED as to Seller this ______ day of _______________, 2014.

Witnesses

__________________________________________

__________________________________________

SELLER:
EDGEWATER BEACH RESORT, LLC

__________________________________________

J. Wallace Nall, Jr.
Its:

DATED as to Purchaser this _______ day of ________________, 2014.

ATTEST:

__________________________________________

Holly J. White, City Clerk

PURCHASER:
PANAMA CITY BEACH, FLORIDA

By: ______________________________________

Mario Gisbert, City Manager

REAL ESTATE SALES CONTRACT - Page 10

October 30, 2014
EXHIBIT A

LEGAL DESCRIPTION:

DESCRIPTION: NEW PARCEL 1A

Commence at an existing concrete monument marking the Intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida with the Northerly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence run North 55 degrees 38 minutes 07 seconds West 1387.72 feet to a point on the Westerly right of way line of R. Jackson Boulevard (formerly Beckrich Road), thence run North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 439.80 feet to a nail & disc marking the intersection of the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road) with the Northerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30), thence continue North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 200.28 feet to an iron rod marking the Northeast corner of the JTL Properties, LLC property as described in Official Record Book 2586 page 1827 of the Public Records of Bay County, Florida for the POINT OF BEGINNING, thence departing said Westerly right of way line and from said Point of Beginning run North 55 degrees 38 minutes 14 seconds West, along the Northerly boundary line of said JTL Properties, LLC property, 9.54 feet to a point, said point being on a curve concave to the Northwest, thence departing said JTL Properties, LLC parcel run in a Northeast direction along said curve having a radius of 4967.0 feet, through a central angle of 00 degrees 27 minutes 22 seconds for an arc length of 39.53 feet, chord of said arc being North 33 degrees 57 minutes 03 seconds East 39.53 feet to a point on the Southerly boundary line of the Tommy M. Cooley property as described in Official Record Book 994 page 321 of the Public Records of said Bay County, Florida, thence run South 55 degrees 37 minutes 59 seconds East 9.82 feet to an iron rod marking the Southwest corner of said Cooley property and being on the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road), said iron rod being on a curve concave to the Northwest, thence in a Southwesterly direction along said Westerly right of way line and curve having a radius of 4909.26 feet, through a central angle of 00 degrees 16 minutes 36 seconds for an arc length of 23.70 feet, chord of said arc being South 34 degrees 17 minutes 44 seconds West 23.70 feet to a nail & disc, thence run South 34 degrees 26 minutes 02 seconds West, along said Westerly right of way line, 13.83 feet to the Point of Beginning.

DESCRIPTION: NEW PARCEL 4A

Commence at an existing concrete monument marking the Intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida with the Northerly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence run North 55 degrees 38 minutes 07 seconds West 1387.72 feet to a point on the Westerly right of way line of Beckrich Road, thence run North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 249.80 feet to an iron rod marking the Northeasterly corner of the Edgewater Tower III property (Tax ID Number 34800-350-000) and being the intersection of the Westerly right of way line of said Beckrich Road with the Southerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30) for the POINT OF BEGINNING, thence from said Point of Beginning run South 34 degrees 26 minutes 02 seconds West, along the Westerly right of way line of said Beckrich Road, 26.21 feet to an iron rod, thence departing said Westerly right of way line run North 10 degrees 37 minutes 54 seconds West 37.07 feet to an iron rod on the Southerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30), thence run South 55 degrees 37 minutes 55 seconds East, along said Southerly right of way line, 26.24 feet to the Point of Beginning.
EXHIBIT B
(TEmPORARY CONSTRUCTION EASEMENTS)

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT 13

Commence at an existing concrete monument marking the intersection of the East boundary line of
Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida with
the Northerly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence
run North 55 degrees 38 minutes 07 seconds West 1,387.72 feet to a point on the Westerly right of
way line of R. Jackson Boulevard (formerly Beckrich Road), thence run North 54 degrees 26 minutes
02 seconds East, along said Westerly right of way line, 349.80 feet to a nail & disc marking the
intersection of the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road)
with the Northerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30),
thence continue North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line,
200.28 feet to an iron rod marking the Northeast corner of the JTL Properties, LLC property as
described in Official Record Book 2586 page 1827 of the Public Records of Bay County, Florida,
thence run North 55 degrees 38 minutes 14 seconds West, along the Northerly boundary line of said
JTL Properties, LLC property, 9.54 feet to the POINT OF BEGINNING, said point being on a curve
concave to the Northwest, thence departing said JTL Properties, LLC parcel and from said Point of
Beginning run in a Northeasterly direction along said curve having a radius of 4967.0 feet, through a
central angle of 00 degrees 27 minutes 22 seconds for an arc length of 39.53 feet, chord of said
arc being North 33 degrees 57 minutes 03 seconds East 39.53 feet to a point on the Southerly
boundary line of the Tommy M. Colley property as described in Official Record Book 994 page 321 of
the Public Records of said Bay County, Florida, thence run North 55 degrees 37 minutes 58 seconds
West, along said Southerly boundary line, 9.05 feet to an iron rod, thence departing said Southerly
boundary line run South 53 degrees 57 minutes 42 seconds West 39.33 to a nail and disc on the
Northerly boundary line of said JTL Properties, LLC property, thence run South 55 degrees 38 minutes
14 seconds East, along said Northerly boundary line, 9.05 feet to the Point of Beginning.
DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT A

Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 30, Township 3 South, Range 10 West, 6th GN. Thence run North 55 degrees 38 minutes 02 seconds East, along said Westerly right of way line, 273.58 feet to an iron rod at the intersection of the Eastern right of way line of said R. Jackson Boulevard (formerly Beacon Road), thence run North 34 degrees 28 minutes 02 seconds East, along said Westerly right of way line, 278.88 feet to an iron rod at the intersection of the Eastern right of way line of said R. Jackson Boulevard (formerly Beaconsfield Road) with the Southwesterly right of way line of said Front Beach Road (U.S. Highway 70) and thence run North 55 degrees 30 minutes 07 seconds West, 38.63 feet to a point, thence run North 34 degrees 27 minutes 59 seconds East, 39.22 feet to the Southwesterly right of way line and then South 53 degrees 22 minutes 50 seconds West, 196.67 feet to the Point of Beginning.

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT AC

Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 30, Township 3 South, Range 10 West, 6th GN. Thence run North 55 degrees 38 minutes 02 seconds East, along said Westerly right of way line of Front Beach Road (U.S. Highway 70) (Black Road 30) and thence run North 55 degrees 38 minutes 02 seconds West, 38.63 feet to a point on the Westerly right of way line of said R. Jackson Boulevard (formerly Beaconsfield Road), thence run North 54 degrees 28 minutes 02 seconds East, along said Westerly right of way line, 273.58 feet to an iron rod at the intersection of said Westerly right of way line and the Southwesterly right of way line of said Front Beach Road (U.S. Highway 70), thence run South 53 degrees 22 minutes 50 seconds East, 196.67 feet to the Point of Beginning.

SNELGROVE
Surveying & Mapping, Inc.

PROFESSIONAL SURVEYING AND LAND ENGINEERING SERVICES

MONDAY, SEPTEMBER 23, 2009
DATE
JOB NO.
06-195-109
FIELD BOOK
M-207 A 73

Page 14 of 14
REGULAR AGENDA
ITEM #15,

RESOLUTION 15-21
RESOLUTION 15-21

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Real Estate Sales Contract between the City and Tote Holdings, LLC, a Delaware limited liability company, relating to the purchase of property located at 536 Richard Jackson Boulevard, for the purchase amount of Nineteen Thousand Six Hundred Thirty Five Dollars ($19,635), in substantially the form of the documents attached and presented to the Council today, draft dated September 24, 2014, 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 ____________, 2014.

CITY OF PANAMA CITY BEACH

By: __________________________
   Gayle F. Oberst, Mayor

ATTEST:

__________________
Holly White, City Clerk

AGENDA ITEM # 15
Resolution 15-21
MEMORANDUM

To: Mario Gisbert, City Manager

From: John Alaghemand, P.E., Assistant City Manager/CRA Manager

Subject: Real Estate Sales Contract for Purchase of Right-of-Way from TOTE Holdings, LLC for the Front Beach Road Segment 2 Improvement Project

Date: November, 7, 2014

As a part of the property acquisition efforts for the Front Beach Road Segment 2 Improvement Project, Chandler & Associates, Inc. has prepared an appraisal for a right-of-way strip along the TOTE Holdings, LLC’s property on Richard Jackson Blvd (Exhibit A, parcel 6A). Based on the Appraisal, the estimated fair market value of the required property (approximately 1234 square feet) is $15,900.00. The City has previously approved a standard incentive schedule (Resolution 06-02) for calculating appropriate offers to landowners who willingly sell their land to the City for the right-of-way improvement purposes. The calculated incentive amount for the proposed property acquisition is $8,735.00 to be added to the appraisal estimated price, which brings the total purchase price to $24,635.00. The estimated purchase price of $24,635.00 has been accepted by the property owner, TOTE Holdings, LLC.

It is recommended that the Council approve the attached Real Estate Sales Contract to purchase parcel 6A (approximately 1,123 square feet) in the amount of $24,635.00 for the Front Beach Road Segment 2 Improvement Project and authorize the City Manager to execute the Contract.

Attachments: Resolution and Sales Agreement
REAL ESTATE SALES CONTRACT

STATE OF FLORIDA

COUNTY OF BAY

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between TOTE HOLDINGS, LLC, ("Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01. Seller hereby sells and agrees to convey by statutory warranty deed (the "Deed"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

SEE ATTACHED EXHIBIT A—Description Parcel 6A (sometimes referred to as the "Property").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, and including any rights of Seller to any oil, gas, and other minerals, together with any improvements and fixtures situated on and attached to the Property or appurtenant thereto (all of such real property, leases, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.

REAL ESTATE SALES CONTRACT - Page 1

September 24, 2014
ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of TWENTY FOUR THOUSAND SIX HUNDRED THIRTY FIVE DOLLARS AND NO CENTS ($24,635.00).

Deposit

2.02. Purchaser shall deposit with Harrison Sale McCloy, Chtd. the sum of Five Thousand Dollars ($5,000.00) as an Escrow Deposit that shall be credited to the Purchaser at Closing.

Payment of Purchase Price

2.03. Purchaser shall pay at Closing the sum of Nineteen Thousand Six Hundred Thirty Five Dollars ($19,635.00) in cash or certified funds.

ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing):

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser=s expense, a title insurance commitment (ATitle CommitmentB). The Title Commitment shall commit to issue to Purchase an owner=s title insurance policy in an amount equal to the total Purchase Price of the

REAL ESTATE SALES CONTRACT - Page 2

September 24, 2014
Property upon recording of the deed hereinafter called for, free and clear of all liens and encumbrances except the standard exceptions or qualification usually printed in the title insurer=s commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released for all obligations under the Contract. Seller agrees that it will in good faith use due diligence to correct the title defect within the time provided.

Access and Inspection Rights

3.03. Purchaser may, prior to the Closing Date, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property (including, without limitation, environmental inspections, borings and physical samplings) as Purchaser deems necessary or desirable, and Seller shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.

Furthermore, from and during this Contract, Purchaser shall have the right to enter upon the Property for purposes of conducting any such inspections, tests, and investigations of the Property as Purchaser deems necessary or desirable and such right in Purchaser shall extend to Purchaser=s
agents, representatives, consultants, and contractors. Any damage to the Property or improvements caused by any such entry, inspections, tests, or investigations shall be repaired immediately by Purchaser. Purchaser shall indemnify Seller and hold Seller harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against Seller arising out of such entry, inspections, tests or investigations.

Buyer understands that it is purchasing the Property in As-is, where-is® condition and that no stated or implied representations or warranties of any nature whatsoever have been made by the Seller pertaining to the size, shape, location or condition of the Property, or pertaining to the site, environmental matters, toxic waste, radon gas, etc.

**ARTICLE IV**

**CLOSING**

4.01. The Closing shall be at the offices of Harrison Sale McCloy, 304 Magnolia Avenue, Panama City, Florida, on or before [ ], unless the parties agree in writing to another date and place for Closing.

4.02. Real property taxes, water rates and sewer charges, and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days of each month, Seller to have the last day, to the date of Closing. Taxes for all prior years shall be paid by Seller. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to
the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Purchaser.

4.03. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, other than the mortgage and liens in favor of The Bank which Seller shall discharge or release prior to Closing.

(b) Deliver to Purchaser an Affidavit of Non-Foreign Status of Seller executed by Seller.

(c) Deliver to Purchaser and the Closing Agent affidavits by knowledgeable persons that there are no liens and encumbrances, existing or contingent, against the Property.

(d) Deliver to Purchaser possession of the Property.

4.04. At the Closing, Purchaser shall:

(a) Deliver to Seller the cash portion of the Purchase Price.

4.05. Each party shall pay any attorney's fees incurred by such party. Purchaser shall pay for the following: documentary tax stamps affixed to the Deed; the cost of the Title Insurance Policy and related charges for examination, search and closing; and the cost of recording the Deed. All other costs and expenses of Closing the sale and purchase and loans shall be borne and paid by the party requesting the item or service.
ARTICLE V

LEGISLATIVE ACTION

5.01. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before [ ]. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

ARTICLE VI

BREACH BY SELLER

6.01. If Seller fails or refuses to comply fully with the terms of this Contract, because of failure to clear title, as outlined in Paragraph 3.02 contained herein, to Property or for any other cause other than Purchaser's default, Purchaser may, at its option, (a) rescind this Contract and recover from Seller the Deposit, or (b) proceed with this Contract and take the Property as-is, or (c) pursue a suit for specific performance.

ARTICLE VII

BREACH BY PURCHASER

7.01. If Purchaser shall default in the performance of any of the terms and conditions of this Contract, or if the Closing shall not occur through the fault of Purchaser, Seller may, as their sole remedy, retain the Deposit as liquidated damages, and this Contract shall be cancelled.
ARTICLE VIII
MISCELLANEOUS

Survival of Covenants

(a) The terms of this Agreement shall merge into the closing documents, notably, the deed, and shall not survive the Closing.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the addresses set forth herein below:

IF TO SELLER:

[ [ ] ]

IF TO PURCHASER:

Mario Gisbert, City Manager
John Alaghemand, CRA Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32407

With Copy To:

Amy E. Myers, Esquire
Harrison Sale McCloy
304 Magnolia Avenue
Post Office Box 1579
Panama City, Florida 32402
Governing Law and Jurisdiction

(c) This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(g) Time is of the essence of this Contract. All times calculated in days hereunder shall be calendar days.
Attorney's Fees

(h) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Date of Contract

(j) The term "date of this Contract" as used herein shall mean the latest of the dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which latest date shall be the date of final execution and agreement by the parties.
Executed on the dates set forth at the signatures of the parties hereto.

DATED as to Seller this 3rd day of November, 2014.

SELLER:
TOTE HOLDINGS, LLC

MANAGER

DATED as to Purchaser this _________ day of ________________, 2014.

ATTEST:

PURCHASER:
PANAMA CITY BEACH, FLORIDA

By:
Mario Gisbert, City Manager

Holly J. White, City Clerk
DESCRIPTION: NEW PARCEL 8A

Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida with the Northerly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence run North 55 degrees 38 minutes 07 seconds West 1387.72 feet to a point on the Westerly right of way line of R. Jackson Boulevard (formerly Beckrich Road), thence run North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 349.80 feet to a nail & disc marking the intersection of the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road) with the Northerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30), thence continue North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 216.11 feet to a nail & disc, said nail & disc being on a curve concave to the Northwest, thence run in a Northeasterly direction along said Westerly right of way line and curve having a radius of 4909.26 feet, through a central angle of 00 degrees 18 minutes 36 seconds for an arc length of 23.70 feet, chord of said arc being North 34 degrees 17 minutes 44 seconds East 23.70 feet to an iron rod marking the Southeast corner of the Tommy M. Cooley property as described in Official Record Book 964 page 321 of the Public Records of Bay County, Florida, for the POINT OF BEGINNING, thence departing said Westerly right of way line and from said Point of Beginning run North 55 degrees 37 minutes 59 seconds West, along the Southerly boundary line of said Cooley property, 7.82 feet to an iron rod, said iron rod being on a curve concave to the Northwest, thence departing said South boundary line run in a Northeasterly direction along said curve having a radius of 4868.0 feet, through a central angle of 00 degrees 19 minutes 22 seconds for an arc length of 28.0 feet, chord of said arc being North 33 degrees 33 minutes 41 seconds East 28.0 feet to a point, thence run North 56 degrees 36 minutes 00 seconds West 2.0 feet to a point, said point being on a curve concave to the Northwest, thence run in a Northeasterly direction along said curve having a radius of 4987.0 feet, through a central angle of 00 degrees 30 minutes 25 seconds for an arc length of 43.98 feet, chord of said arc being North 33 degrees 08 minutes 47 seconds East 43.98 feet to a point, thence run South 57 degrees 08 minutes 28 seconds East 2.0 feet to a point, said point being on a curve concave to the Northwest, thence run in a Northeasterly direction along said curve having a radius of 4988.0 feet, through a central angle of 00 degrees 36 minutes 35 seconds for an arc length of 52.87 feet, chord of said arc being North 32 degrees 35 minutes 17 seconds East 52.87 feet to an iron rod on the Northerly boundary line of said Cooley property, thence run South 56 degrees 48 minutes 46 seconds East, along said Northerly boundary line, 8.74 feet to a nail & disc marking the Northwest corner of said Cooley property and being on the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road), said nail & disc being on a curve concave to the Northwest, thence run in a Southwesterly direction along said Westerly right of way line and curve having a radius of 4909.26 feet, through a central angle of 01 degrees 27 minutes 33 seconds for an arc length of 125.03 feet, chord of said arc being South 33 degrees 25 minutes 39 seconds West 125.03 feet to the Point of Beginning.
REGULAR AGENDA
ITEM #16,

CITY CLERK
JOB DESCRIPTION
CITY OF PANAMA CITY BEACH
Job Description

JOB TITLE: City Clerk

SALARY LEVEL: Negotiable
SHIFT: Day
LOCATION: City Hall Annex
EMPLOYEE: At Will of the City Council
REPORTS TO: City Council
PREPARED BY: City Manager
APPROVED BY: City Council

SUMMARY:

The City Clerk performs the highly responsible professional and administrative work in managing and coordinating the duties of the City personnel and includes risk and contract management and other personnel duties as assigned. Work is performed under the supervision of the City Council and City Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Serves as ex-officio Clerk of the City Council.

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 electronically and in a journal which he/she shall maintain for such purpose.

Will establish regulations and procedures for making the journal of the City Council proceedings available to the public.

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

Establishes regulations and procedures by which such ordinances, resolutions, motions and documents of the City Council shall be made available to the public.

Performs such other duties as the City Council may require.

Serves as the official custodian of the City seal and of all official records, documents and papers of the City.
Plans, supervises and directs the administration of the City insurance (health, facility, vehicle, liability, wind, flood and workman compensation) programs, contract management, personnel programs, including selection, maintenance of records and database, and the development and maintenance of policies and procedures for safety programs.

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

Plans and participates in a program of continuing maintenance of the classification and pay plans, oversees salary surveys 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 revisions to City policy, position classifications, pay grades and related matters.

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

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.

Investigates insurance issues such as coverage, claims, updates policies, prepares reports concerning 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.

Administers insurance and risk management proposal process; review and process insurance and risk management requisitions.

Prepares Request for Proposals, and places advertisements in various publications and with applicable agencies.

Provides technical assistance regarding personnel rules and regulations to supervisors, employees, various agencies and the general public.
Conducts new employee orientation 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 work related to this job description as required.

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/or EXPERIENCE:
Graduation from an accredited college or university with a degree in Public Administration, Business Administration, Risk Management or a related field, with two (2) years professional risk management experience. 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.

Ability to develop and administer programs and policies.

Ability to develop and administer personnel programs and policies.

Ability to effectively communicate and express ideas clearly and concisely, both orally and in writing.

Ability to effectively supervise subordinate employees and coordinate with department heads.

Ability to establish and maintain good public relations with subordinates, superiors and the public.

LANGUAGE SKILLS:
Ability to read and interpret documents. Ability to write routine reports and correspondence. Ability to speak English effectively before groups, as well as one on one.
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. Ability to calculate accurately.

COMPUTER AND KEYBOARD SKILLS:
     Word, Power Point, Excel, Access, Outlook, Microsoft Project

REASONING ABILITY:
     Ability to solve practical problems and deal with 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.

REASONING ABILITY:
     Ability to solve practical problems and deal with 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 SKILLS AND ABILITIES:
     Must be able to establish and maintain a 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 use hands to finger, handle, or feel objects, tools, or controls. The employee frequently is required to sit, reach with hands and arms, and talk or hear. The employee is occasionally required to stand; walk; and stoop, kneel, crouch, or crawl.

     The employee must occasionally lift and move up to 25 pounds. Specific vision abilities required by this job include close vision and distance vision. Some specific job duties that require one or more of the physical demands mentioned above are typing, filing and 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 occasionally works near moving mechanical parts. The noise level in the work environment is usually moderate.

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

____________________________  __________________
Signature                        Date
REGULAR AGENDA

ITEM #17,

POLICE NETWORK ENGINEER/FORENSIC INVESTIGATOR

JOB DESCRIPTION
Panama City Beach Police Department

Job Description

Job Title: Network Engineer/Forensic Investigator
Department: Police
Reports To: Deputy Chief of Police
Job Code: 
Salary Range: 
Prepared By: Deputy Chief Chad Lindsey      Prepared Date: 11/05/2014
Approved By: Chief Drew R. Whitman      Approved Date: 11/05/2014
Approved By: City Council

Summary
Provides network support to operational computer networks by performing the following duties.

Essential Duties and Responsibilities
include the following. Other duties may be assigned.

Configure and install client and server network software for network and telecommunications system

Coordinate with other agencies to ensure interoperability of computer systems

Design, setup and configure complex switching environments

Design, setup and configure complex wireless networking

Design, setup and configure multi-server environments including IP address schemes, DNS, WINS and Etherchannel (bonding)

Ensure latest security patches are up to date on server infrastructure

Establishes networking environment by designing system configuration and directing system installation

Install, Configure and Support Backup and/or disaster recovery systems

Install, Configure, and Deploy computer software on laptops, desktops and server systems

Install, Configure and troubleshoot printer solutions

Install, Configure and Maintain VOIP network

Issue out department laptops and mobile broadband solutions while maintaining inventory

Maintain a thorough understanding of the basics behind the internet and its workings (DNS, Security, IP Routing, HTTP, VPN, Email Routing, Spam, Etc)
Configure and setup Cisco Firewalls, Routers, Switches, and Security appliances for access to vital business applications

Manage Active Directory Services and Microsoft SQL

Maximizes network performance by monitoring performance; troubleshooting network problems and outages

Perform periodic security audits to ensure IT network is secure

Provide end user support to employees within Panama City Beach Police Department

Provide computer and mobile forensic support to Criminal Investigative Division

Purchase computer hardware and software as needed by the department

Respond to inquiries from staff, administrators, service providers, site personell and outside vendors to provide technical assistance and support

Serve as Local Agency Security Officer for FDLE; Ensure that FCIC Information Security guidelines are employed

Serve as Point of Contact for Internet and Phone services

Serve as liaison with computer vendors to coordinate hardware repairs and warranty claims

Support fuel management system including adding new users

Add, Change, and Maintain Department Website as super user

Provide support for statistical reporting

Other duties as assigned

**Supervisory Responsibilities**

This job has no supervisory responsibilities.

**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.

Design - Generates creative solutions; Translates concepts and information into images;
Uses feedback to modify designs; Applies design principles; Demonstrates attention to detail.

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.

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 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.

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.

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

Business Acumen - Understands business implications of decisions; Demonstrates knowledge of market and competition; Aligns work with strategic goals.
Cost Consciousness - Works within approved budget; Develops and implements cost saving measures; Conserves organizational resources.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educates others on the value of diversity; Promotes a harassment-free environment; Builds a diverse workforce.

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; 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 - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; 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 - Completes work in timely manner; 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; 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.

**Qualifications** 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/or Experience**

Bachelor's degree (B. S.) from four-year college or university; or Associates in Information Security or Networking with one to two years related experience and/or training; or equivalent combination of education and experience.

**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 work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. 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.
Computer Skills

To perform this job successfully, an individual should have knowledge of the following software: Microsoft SQL, Windows Server 2003, 2008 and 2012, Microsoft Office, USA Software, Pioneer Group Citation Scan Transmitter, Omega Dashboard, Crystal Reporting, Dell AppAssure, Icewarp, Fuel Master, Panda GateDefender, Access Data FTK, Encase, PRTK, FTK Imager, Cellebrite, Susteen, MPE+, Blackthorn, Lantern, Registry Viewer, Ophcrack, Vision Internet Content Management System and Cisco ASDM.

Certificates, Licenses, Registrations

CCNA - Routing and Switching
CCNA - Security
Compia Security-
Access Data Certified Examiner
Florida Law Enforcement Officer Standards (Sworn Law Enforcement)
Web Design Certification (CIW preferable)

Other Skills and Abilities

Computer Forensics training and experience (National Computer Forensics Institute preferable)

Mobile Device Forensics training and experience (This includes Cellular devices and GPS units - National Computer Forensics Institute preferable)

Training in IT Security Analysis (Penetration testing preferable)

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 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 frequently exposed to risk of electrical shock and vibration. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; extreme heat; explosives and risk of radiation. The noise level in the work environment is usually moderate.

I have read the foregoing job description in its entirety and understand its contents. I can perform the essential functions outlined with or without reasonable accommodations under the Americans with Disabilities Act.

________________________
Signature

________________________
Date