PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

MEETING DATE: January 14, 2016
MEETING TIME: 6:00 P.M.

I. INVOCATION: PASTOR JOHN WOODROW OF THE GULFVIEW UNITED METHODIST CHURCH
II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST
III. APPROVAL OF MINUTES
IV. APPROVAL OF AGENDA
V. DF CONSENT AGENDA
   1. RESOLUTION 16-33, BAY TOWN TROLLEY CONTRIBUTION AGREEMENT. “A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Bay Town Trolley related to the City’s $35,338 Contribution and Conditions for that Funding.”
   2. RESOLUTION 16-35, ACOM SOLUTIONS AGREEMENT, UPDATING ACCOUNTING SOFTWARE. “A Resolution of the City of Panama City Beach, Florida, approving an Agreement with ACOM Solutions for the update of the City’s existing Accounting Software.”
   3. RESOLUTION 16-36, SETTLEMENT AGREEMENT WITH SENSUS USA, INC. FOR REPLACEMENT WATER METERS. Replacement meters at no cost to the City. “A Resolution of the City of Panama City Beach, Florida, approving a Settlement Agreement with Sensus USA, Inc., for the replacement of water meters.”
   4. RESOLUTION 16-37, HOMBRE CIRCLE CULVERT CLEANING & DRAINAGE IMPROVEMENTS PROJECT, TASK ORDER #2016-01 TO THE MSA FOR MCNEIL CARROLL ENGINEERING, INC. STAFF RECOMMENDS APPROVAL of this proposal in the amount of $15,000 and has sufficient funds in this Fiscal Year Stormwater Budget. “A Resolution of the City of Panama City Beach, Florida, approving Task Order #2016-01 to the Master Services Agreement with McNeil Carroll Engineering, Inc., related to the City’s Hombre Circle Culvert Cleaning and Drainage Improvements Project in an amount of $15,000.”
   5. RESOLUTION 16-38, GLADES SOUTH CHANNEL DRAINAGE IMPROVEMENTS PROJECT, TASK ORDER #2016-02 TO THE MSA FOR MCNEIL CARROLL ENGINEERING, INC. STAFF RECOMMENDS APPROVAL of this proposal in the amount of $20,000 and has sufficient funds in this Fiscal Year Stormwater Budget. “A Resolution of the City of Panama City Beach, Florida, approving Task Order #2016-02 to the Master Services Agreement with McNeil Carroll Engineering, Inc., related to the City’s Glades South Channel Drainage Improvements Project in an amount of $20,000.”
RESOLUTION 16-39, GLADES & HOMBRE OUTFALL IMPROVEMENTS NORTH OF US 98, TASK ORDER #2016-01 TO THE MSA WITH PREBLE-RISH, INC. STAFF RECOMMENDS APPROVAL of this proposal for a total project cost in the amount of $90,400 and has sufficient funds in this Fiscal Year Stormwater Budget. “A Resolution of the City of Panama City Beach, Florida, approving Task Order #2016-01 to the Master Services Agreement with Preble-Rish, Inc., related to the City’s Glades and Hombre Outfall Improvements North of US-98 in an amount of $90,400.”

RESOLUTION 16-40, 2016 PCB MARDI GRAS & MUSIC FESTIVAL BOURBON STREET PARTY AND PARADE ROAD CLOSURES. “A Resolution authorizing temporary closure of portions of certain roads internal to Pier Park to permit the PCB Mardi Gras & Music Festival Bourbon Street Party on February 5 and 6, 2016; authorizing the temporary closure of portions of Front Beach Road on Saturday, February 6, 2016 to permit the Mardi Gras at the Beach Parade; and providing an immediately effective date.”

RESOLUTION 16-43, BIDS- WEST BAY SEWER LIFT STATION AND FORCemain PROJECT. This project is being funded with existing Sewer Impact Fees. STAFF RECOMMENDS that the City Council authorize the City Manager to contract with Royal American Construction Company. “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 Royal American Construction Company, Inc., relating to the West Bay Sewer Lift Station and Forcemain Project, in the basic amount of $1,538,951.96, in substantially the form of the agreement attached and submitted 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.”

ORDER AND FINDING OF FACTS FOR THE APPROVAL OF THE REQUEST FROM CONTINENTAL GROUP INC. FOR HEIGHT INCREASE BASED ON INCENTIVES. After receiving testimony and reviewing the exhibits produced during the Public Hearing on December 10, 2015, the City Council orders that the subject request is hereby APPROVED and the captioned maximum building height for the Development shall be increased from 150’ to 220’ WITH CONDITIONS, as more particularly stated in the body of the Order.

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>ML</td>
<td>ORDINANCE 1372, CAPITAL IMPROVEMENTS UPDATE, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
</tr>
<tr>
<td>3</td>
<td>ML</td>
<td>ORDINANCE 1373, BENNETT PLEDGER ANNEXATION, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
</tr>
<tr>
<td>4</td>
<td>ML</td>
<td>ORDINANCE 1374, BENNETT PLEDGER COMP PLAN AMENDMENT, 2ND READING, PUBLIC HEARING AND ADOPTION.</td>
</tr>
</tbody>
</table>
ORDINANCE 1375, BENNETT PLEDGER ZONING, 2ND READING, PUBLIC HEARING AND ADOPTION.

ORDINANCE 1377, PARKING ON FRONT BEACH ROAD SHOULDER-DEFINING AFTER DARK, 2ND READING, PUBLIC HEARING AND ADOPTION.

ORDINANCE 1378, REQUIRING ID ON PERSON FOR IMMEDIATE PRESENTATION IF POSSESSING ALCOHOL, 2ND READING, PUBLIC HEARING AND ADOPTION.

RESOLUTION 16-31, WORKERS COMP POLICY.

RESOLUTION 16-32, DRUG AND ALCOHOL POLICY.

RESOLUTION 16-34, BUDGET AMENDMENT #8 FOR RECEIPT OF 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD AND RADIO PURCHASES, PUBLIC HEARING.

RESOLUTION 16-41, ENGINEERING SERVICES FOR MINOR ROADWAY, SIDEWALK, AND MULTI-USE TRAIL FACILITIES RANKINGS.

RESOLUTION 16-42, BUDGET AMENDMENT #9 FOR PERFORMANCE BASED PAY RAISES, PUBLIC HEARING.

RESOLUTION 16-44, STORMWATER UTILITY EASEMENTS PURCHASE, LOREN SMITH.

RESOLUTION 16-45, CITY MANAGER UPDATE.

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

JOHN REICHARD __ X __
RICK RUSSELL __ X __
JOSIE STRANGE __ X __
KEITH CURRY __ X __
GAYLE OBERST __ X __

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

Deputy City Clerk Date

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDITIOUS 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: 1/11/16, noon.

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

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

3 of 4 Regular Agenda
January 14, 2016
NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION".
THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

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

ITEM #1,

RESOLUTION 16-33
RESOLUTION 16-33

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BAY TOWN TROLLEY RELATED TO THE CITY'S $35,338 CONTRIBUTION AND CONDITIONS FOR THAT FUNDING.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and the Bay Town Trolley, relating to the funding of trolley transportation services in the City, in the basic amount of Thirty Five Thousand Three Hundred Thirty Eight Dollars ($35,338) 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 __________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

_______________________________
Diane Fowler, City Clerk
AGREEMENT FOR SERVICES

THIS AGREEMENT made this 1st day of December, 2015 by and between the City of Panama City Beach, a body politic, (the "City"), and the Bay Town Trolley, a corporation not for profit, (the "nonprofit"), witnesseth:

WHEREAS, the nonprofit has requested funding for their services or activities from the City for the fiscal year 2015-2016 (October 1, 2015 to September 30, 2016), and

WHEREAS, the City has approved funding for the nonprofit for the subject to the conditions herein,

NOW, THEREFORE, IT IS AGREED:

1. The Amount set forth in the budget ($35,338.00) of the City for the nonprofit will be paid to the nonprofit in four proportionate payments on or before November 15, February 15, May 15 and September 30.

2. The nonprofit must provide the City with a report on or before September 30 of each year detailing the number of residents that benefited from the services of the nonprofit and the source of funds for benefits provided before entitlement to the September 30 payment.

3. The nonprofit shall provide the City with any and all audits, reports and tax returns that reflect the income and expenditures of the nonprofit and the accomplishment of the nonprofit objectives, if a part thereof.

4. The funding provided cannot be used for management or personnel salaries and must be expended for services or benefits provided. The source management and personnel salaries must be disclosed to the City upon request.

5. The nonprofit agrees to an audit of its affairs by the City provided it is at the expense of the City at any time.

6. Should the nonprofit cease operation, the nonprofit shall repay any unused funds to the City.

7. The failure of the nonprofit to comply with the requirements hereof shall terminate this agreement and any funding obligations.

IN WITNESS WHEREOF, this Agreement has been executed by the City and the nonprofit this 1st day of December, 2015.

CITY OF PANAMA CITY BEACH, FLORIDA

______________________________
Gayle Oberst, Mayor

______________________________
Angela Bradley, Transit Systems Administrator

CONSENT
AGENDA ITEM # 1
CONSENT AGENDA
ITEM #2,
RESOLUTION 16-35
RESOLUTION 16-35

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ACOM SOLUTIONS FOR THE UPDATE OF THE CITY'S EXISTING ACCOUNTING SOFTWARE.

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 ACOM Solutions, relating to an update of the City’s accounting software, in substantially the form attached and presented to the Council today, draft dated December 30, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
# ACOM SOLUTIONS

## PAYMENT OPTIMIZATION AGREEMENT

**Fed ID No.** 33-0890309  
**DATE:** 12/30/2015

**BILL TO:**  
**Customer:** City of Panama City Beach  
**Address 1:** 110 S. Arnold Road  
**City, State, Zip:** Panama City Beach, FL 32413  
**Confirm to:** Holly White  
**Purchase Order:**  
**Phone Number:** (850) 233-5100

**SHIP TO:**  
**Customer:** City of Panama City Beach  
**Address 1:** 110 S. Arnold Road  
**City, State, Zip:** Panama City Beach, FL 32413  
**Confirm to:** Holly White  
**Purchase Order:**  
**Phone Number:** (850) 233-5100

---

## ACOM PRODUCTS AND SERVICES

<table>
<thead>
<tr>
<th>Software</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>EZPS VENDOR</td>
<td>EZPaySuite Server Payment Software</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EZPS EMAIL ACH</td>
<td>ACH ePayment Module with Email Remittance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EZPS P PAY</td>
<td>Positive Pay Module</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EZPS SLA SECW</td>
<td>Advanced Security (2nd Level &amp; Secure Watch)</td>
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<td></td>
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</tr>
<tr>
<td>EZPS SFTP</td>
<td>Secure FTP with PGP Encryption for Automatic Transfer of ACH and Positive Pay files</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>EZPS MAN CKS</td>
<td>Manual Checks Module</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EZPS SORT</td>
<td>Sorting Module</td>
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<tr>
<td>EZ SSP</td>
<td>Vendor Web Services Module, Automated Enrollment and Self Service Portal</td>
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<td></td>
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<tr>
<td>EZ ARCHIVE</td>
<td>Archive Module (Web Enabled if Purchased with the Vendor Self Service Module)</td>
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**Subtotal**  
EZPS Bundle  
**$17,084** (Waived)

<table>
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<tr>
<th>Implementation Services</th>
<th>Description</th>
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<tr>
<td>DOC001</td>
<td>Document Design for Payroll Checks, Direct Deposit, AP Checks</td>
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<td>$3,495</td>
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<td></td>
<td>Training for Portal, End User, Admin</td>
<td>3</td>
<td>$995</td>
<td>$2,985</td>
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<tr>
<td></td>
<td>Install Configuration for Client Server Portal</td>
<td>1</td>
<td>$1,990</td>
<td>$1,990</td>
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</table>

**Subtotal**  
**$15,460** (Rebate)

<table>
<thead>
<tr>
<th>Software Maintenance</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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<tr>
<td></td>
<td>Bundle Maintenance = 20%</td>
<td>1</td>
<td>$3,417</td>
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2850 E. 29th Street Long Beach, CA 90806-2313  
(800)347-3638  
(562) 424-7899  
FAX (562) 424-8662  
www.acom.com

CONSENT  
AGENDA ITEM #
## PAYMENT OPTIMIZATION AGREEMENT

No charge for duration of the Payment Optimization program

<table>
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<tr>
<th>TOTALS</th>
<th>Total First Year</th>
<th>Total Contract</th>
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<table>
<thead>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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<tr>
<td>ACH</td>
<td>ACH Transaction Fee</td>
<td>TDB</td>
<td>$0.50 per transaction</td>
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</table>

<table>
<thead>
<tr>
<th>ACOM:</th>
<th>Customer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial</td>
<td>Initial</td>
</tr>
</tbody>
</table>

5/15/08
Therefore the parties agree to the following in regards to a vendor E-Payment conversion program:

**VENDOR SERVICES:** The parties must work together and coordinate their activities, efforts, and respective responsibilities to achieve Customer's objective. Therefore the parties agree to the following in regards to a vendor E-Payment conversion program.

**ACOM and Comdata will assist Customer with its objective of converting vendor payments to electronic settlements in the form of Virtual Cards or ACH (E-Payments) by contacting vendors selected by Customer and promoting E-Payments.**

**ACOM FEES:** All fees for ACOM products and services will be deducted from Customer's Rebates. Customer has no obligation to pay ACOM's fees directly nor does ACOM have any recourse if Customer's Rebates do not fully cover such fees.

Customer agrees to:

A) Work with ACOM to develop a vendor conversion plan

B) Provide guidelines on the rules of engagement with Customer's vendors
CLAIM ACCRUES.

omissions, events, causes or conditions not reasonably foreseeable and could not be avoided by exercise of due care

failure of or defects and errors in third party software or hardware, or (e) acts of government, acts of terrorism, civil unrest , or acts,

including , but not limited to earthquakes, landslides, etc ., (b) actions or omissions of Customer , (c) third party non-performance. (d)

EXCLUSIVE REMEDY FROM

CUSTOMER TO ACOM UNDER THIS CONTRACT . No CLAIM MAY BE ASSERTED UNDER THIS ARTICLE AFTER ONE (1) YEAR FROM THE DATE THAT SUCH

FORCE MAJEURE: ACOM will be excused from performance under this contract as a result of any of the following: (a) acts of God

including, but not limited to earthquakes, landslides, etc., (b) actions or omissions of Customer (c) third party non-performance, (d)

failure of or defects and errors in third party software or hardware, or (e) acts of government, acts of terrorism, civil unrest. or acts,

omissions, events, causes or conditions not reasonably foreseeable and could not be avoided by exercise of due care

ACH SERVICES: ACOM's EZPaySuite Software will generate ACH payment files to be forwarded to Customer's bank for processing and settlement. Additionally EZPaySuite Software will distribute ACH payment information, including a detailed remittance advice via email, fax, or EDI format directly to Customer's vendors.

SUSPENSION OF SERVICES: In addition to its other rights and remedies provided for herein and pursuant to applicable law, ACOM may suspend action on the Customer's account and suspend any or all of its obligations hereunder if Customer fails to perform its obligations as defined in this Contract.

TERM: This Agreement is for an initial term of three (3 years) commencing on the date this Agreement is executed or for the term stipulated in Comdata. Thereafter, this Agreement shall automatically renew for consecutive, successive terms of one (1) year each, until one party provides notice of non-renewal to the other party not less than ninety (90) days prior to the end of the existing term or unless terminated earlier pursuant to the term hereof.

TERMINATION FOR CAUSE: In the event that either party defaults in the performance of any of its duties or obligations set forth in this Agreement, and such default is not substantially cured within fifteen (15) days after written notice is given to the defaulting party specifying the default, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement as of the date specified in such notice of termination. If ACOM is the defaulting party. Customer shall be entitled to receive a refund for all monies paid by Customer directly to ACOM under this Agreement. A full refund is the sole and exclusive remedy of Customer for termination of this Agreement for cause by ACOM and Customer shall not be entitled to, and hereby waives, any and all claims for lost profits and all other damages and expenses. If Customer is the defaulting party, which includes but not limited to default in the payment for products or services delivered hereunder, or refusal to accept such products or services when delivered or attempted to be delivered in accordance with the terms of this Agreement, then there shall be due and payable to ACOM the full list price for such products and/or services set out above, in addition to such other remedies as may be afforded for breach of the terms herein set out.

WARRANTY AND REPRESENTATION: ACOM hereby represents and warrants to Customer that ACOM is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement and that the Services and any work product thereof do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other public right, right of privacy, or proprietary right of any third party. ACOM represents and warrants that ACOM has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with ACOM's obligations under this Agreement. ACOM will not knowingly infringe upon any copyright, patent, trade secret or other property right of any third party in the performance of this Agreement. ACOM warrants that all products and services delivered hereunder shall be in good working condition. ACOM's liability pursuant to the foregoing warranty shall be limited to repairing or replacing, at its sole option, any defective product or service, without charge or to refund to Customer all monies paid by Customer directly to ACOM for such defective product or service. In no event shall ACOM be liable for any indirect incidental or consequential damages whatsoever arising out of the use or inability to use products or services sold hereunder.

LIMITS OF LIABILITY: EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, ACOM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL ACOM BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. ACOM'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO ACOM UNDER THIS CONTRACT. NO CLAIM MAY BE ASSERTED UNDER THIS ARTICLE AFTER ONE (1) YEAR FROM THE DATE THAT SUCH CLAIM ACCRUES.

FORCE MAJEURE: ACOM will be excused from performance under this contract as a result of any of the following: (a) acts of God including, but not limited to earthquakes, landslides, etc., (b) actions or omissions of Customer (c) third party non-performance, (d) failure of or defects and errors in third party software or hardware, or (e) acts of government, acts of terrorism, civil unrest. or acts, omissions, events, causes or conditions not reasonably foreseeable and could not be avoided by exercise of due care

2850 E. 29th Street Long Beach, CA 90806-2313 (800)347-3638 (562) 424-7899 FAX (562)424-8662 www.acom.com
CONSENT
AGENDA ITEM #
CONTRACTOR RELATIONSHIP: In performing the responsibilities described in this Agreement, ACOM or its authorized representatives is at all times acting and performing as an independent contractor in relation to Customer. Nothing in this agreement is intended to create an employer/employee relationship, joint venture, partnership or other such relationship between Customer and ACOM or between Customer and any employee, contractor, agent or partner providing services on behalf of ACOM.

NON-SOLICITATION: During the term of this Agreement and for a period of twelve (12) months after the expiration or termination of this Agreement, neither party shall, directly or indirectly, solicit for employment or engagement or employ or engage, whether as an employee, independent contractor or otherwise, any person then employed or engaged by the other party or at any time employed or engaged by the other party within the preceding 12-month period without the prior written consent of the other party.

CONFIDENTIAL INFORMATION: Both ACOM and Customer acknowledge and agree that in the course of the discharge of the duties hereunder, each of the Parties may have access to and become acquainted with Confidential Information of the other Party, including without limitation; personnel, trade secrets, patents, research and development, processes, formulas, products and services, business and marketing methods, business plans, budget, pricing information, customer and vendor information, rates of compensation paid to the parties' respective personnel, financial information, ideas, discoveries, concepts, know-how, techniques, software and other business information of a confidential nature ("Confidential Information"). Both Parties specifically agree that they shall not misuse, misappropriate, or disclose any such Confidential Information, directly or indirectly, to any other person or use them in any way, either during the term of this Agreement or at any other time thereafter, except as is required in the course of their duties hereunder.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of California. The parties hereby consent to the exercise of exclusive jurisdiction in the County of Los Angeles, State of California for any claim relating to the enforcement of, or any rights under this Agreement.

EXHIBIT A
REBATE SCHEDULE

REBATES will be paid quarterly in the months of January, April, July and November based on the net spend volume (net of charge backs, credit losses or discounts) of Large Ticket transactions settled through the Interchange for the previous quarter in accordance with the Rebate Schedule below.

<table>
<thead>
<tr>
<th>Quarterly Net Spend</th>
<th>Rebate Multiplier Basis Points (bps)</th>
<th>Estimated Rebate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$250,000 to 1,249,999</td>
<td>60 bps</td>
<td>$1,500 to 7,500</td>
</tr>
<tr>
<td>$1,250,000 to 1,999,999</td>
<td>65 bps</td>
<td>$8,125 to $13,000</td>
</tr>
<tr>
<td>$2,000,000 to 3,000,000</td>
<td>70 bps</td>
<td>$14,000 to $21,000</td>
</tr>
</tbody>
</table>

*Estimated Rebate does not include discounts or lower Interchange rates for Large Ticket transactions as defined below and qualified by MasterCard. The term Large Ticket transaction shall mean certain transactions subject to select transaction requirements, qualified and determined by MasterCard, in its sole and absolute discretion. Such Large Ticket transaction requirements shall include, but not be limited to, custom payment service qualification with Level II and Level III data included with the transaction. ACOM will segregate Large Ticket transactions and such transactions will be paid at a lower Rebate Multiplier that is dependent on the actual Interchange rate established by MasterCard.
CONSENT AGENDA
ITEM #3,
RESOLUTION 16-36
RESOLUTION 16-36

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH SENSUS USA, INC. FOR THE REPLACEMENT OF WATER METERS.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Settlement Agreement between the City and Sensus USA, Inc, relating to the replacement of water meters previously purchased by the City at no cost to the City, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ________________________________  
Gayle F. Oberst, Mayor

ATTEST:

______________________________  
Diane Fowler, City Clerk
SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (the “Agreement”), dated and effective as of __________, 20__ (“Effective Date”), is by and between Sensus USA Inc., a Delaware corporation (“Sensus”), and the City of Panama City Beach, Florida (“City”).

WHEREAS, the City has purchased approximately three thousand nine hundred fifty-four (3,954) Sensus iPERL water meters (the “Meters”);

WHEREAS, a potential dispute arose between Sensus and the City regarding the Meters (the “Dispute”); and

WHEREAS, following good faith negotiations, Sensus and the City have agreed to resolve the Dispute on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Sensus and the City hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Replacement Meters.

   a. Initial Replacement Meters. Sensus will provide the City with three thousand five hundred (3,500) iPERL water meters (the “Replacement Meters”) at no cost to the City. The Replacement Meters will be of like sizes necessary to replace the Meters.

   b. Warranty on Replacement Meters. Sensus’ standard limited warranty attached hereto as Exhibit A will apply to each Replacement Meter, provided that the warranty period is limited to the time remaining under the original warranty applicable to the Meter it replaced.

   c. Disposal of Meters. Upon replacement with Replacement Meters, Sensus will take possession and ownership of all replaced Meters (the “Replaced Meters”). Sensus will scrap the Replaced Meters or take such other action as Sensus deems appropriate and Sensus will own all amounts generated by such activity.

3. Installation of Replacement Meters. Sensus will contract with a third-party to install all Replacement Meters at Sensus’ cost and expense. The City will be responsible for its own direct and indirect costs and expenses incurred in connection with the replacement.

   a. Project Management. The third-party contractor engaged by Sensus will be responsible for overseeing the installation and will act as a point of contact for the City.

   b. Route Data. The City will provide Sensus or the third-party contractor with route data from billing to create work orders for the replacement.
4. **Release.**

   a. **Release of Sensus.** The City, for itself and its affiliates, successors, and assigns, for and in consideration of the terms and conditions of this Agreement, and by its execution of this Agreement, hereby fully, completely, and forever releases, remises, and discharges and agrees to reimburse, defend, indemnify, and hold harmless Sensus and its directors, officers, shareholders, employees, affiliates, distributors, and agents from any and all claims, actions, causes of action, lawsuits, suits, demands, damages, injuries, losses, costs, and liabilities whatsoever, whether currently known, unknown, or which may arise in the future, resulting from, arising out of, or in any way connected to the Meters, the Dispute, or the underlying facts giving rise to the Dispute. The foregoing release is a condition precedent to Sensus entering into this Agreement. It is to be interpreted broadly so as to provide Sensus and the other released parties the maximum protection permitted under law.

   b. **This Agreement.** Nothing in this Section 4 of this Agreement, or anywhere else in this Agreement, is meant to, and does not, release claims and remedies for breach of this Agreement or relieve any party hereto of its obligations under this Agreement.

5. **Acknowledgement.** Each party hereto understands that the facts in respect of which this Agreement is made may hereafter turn out to be other than or different from the facts now known or believed by it to be true. Each party hereto accepts and assumes all risk of facts turning out to be different, such as any potential claim being greater, different, or more extensive than now known, anticipated, or expected. In spite of this risk, each party hereto agrees that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such mistake, change, or difference in facts. Each party hereto further agrees to waive and relinquish all rights it has or may have under any statute or legal decision providing that a general release does not extend to claims not known or suspected to exist at the time of executing the release, which if known by a claimant might have materially affected the settlement. Each party hereto specifically agrees that this Agreement and all releases set forth herein apply in such case to all such claims.

6. **Confidentiality; Non-Disparagement; Public Statement.**

   a. Except as required by law, neither party will directly or indirectly disclose to any non-party the facts or contents of this Agreement, or any documents or communications related to this Agreement or the Dispute, without the prior written consent of the other party. In the event that a party receives a document request, subpoena, or other legal process, such party shall immediately notify the other party so as to provide an opportunity for said other party to object to challenge the subpoena, request, or other process in court. The party receiving the request, subpoena, or other process shall not, absent the written consent of the other party, produce this Agreement or any documents or communications related to this Agreement or the Dispute until the last day on which it may do so without incurring legal sanction or penalty.

   b. The City agrees that it will not, directly or indirectly, in writing, orally, or by any other means, make any statement or comment to any person, entity, or organization that might reasonably be construed to be derogatory or critical of, or negative toward, or disparaging to
Sensus or its officers, employees, products, services, or technology, unless required by law or as directed by a court or other governmental authority.

c. Any statement or communication to the media or general public in relation to the Meters or this Agreement, or any of the terms hereof, whether verbal or written, electronically or otherwise, will be first negotiated and agreed to by Sensus and the City. Each party hereto agrees that it must provide written notice to the other party of any intention to make any public statement or communication regarding the Meters or this Agreement at least two (2) business days prior to making any such statement. In the event the parties cannot agree on the content, nature, and purpose of such statement or communication, no statement or communication to the media or general public will be made.

d. Notwithstanding any other provision in this Section 6, Sensus acknowledges that the City is a public entity of the State of Florida and subject to its broad public records laws. In addition, the provisions of Subsections 6(b) and 6(c) do not apply to statements of publically elected officials of the City provided any such statement is made in good faith.

7. Joint Effort. The preparation of this Agreement has been a joint effort of the parties hereto and shall not be construed more strictly against any party.

8. Free and Voluntary Agreement. Each party hereto acknowledges and agrees that it has been fully advised by legal counsel concerning the language and legal effect of this Agreement and knowingly enters into this Agreement freely and without coercion of any kind.

9. No Waiver. Any failure by a party hereto to enforce any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the rights of either party thereafter to enforce any and each such provision.

10. No Admission. The execution of this Agreement affects the settlement of potential claims and allegations which are disputed, contested, and denied. Each party hereto understands and agrees that nothing herein is intended, nor shall be deemed nor construed to be, an admission of liability by any party in any respect and to any extent whatsoever.

11. Authority. Each person signing this Agreement on behalf of a party hereto represents and warrants that he or she has the legal right, status, and authority to enter into this Agreement on behalf of the party for which he or she is signing. This includes specifically the authority of the representative of the City to execute this Agreement.

12. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, execution, performance, breach, or termination shall first be resolved by the parties attempting executive level meetings. If the dispute cannot be resolved within sixty (60) days of the commencement of the meetings, it shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association ("Rules") by one arbitrator appointed in accordance with the Rules. The arbitration shall be held in Panama City, Florida in the English language. In any arbitration, the parties may agree on the selection of a single arbitrator,
but if they cannot so agree, the parties shall accept a single arbitrator selected by the American Arbitration Association pursuant to the Rules. The arbitrator may not be affiliated, whether directly or indirectly, with any of the parties, including, without limitation, as an employee, consultant, partner, or shareholder. The arbitrator may permit each of the parties to the arbitration to engage in a reasonable amount of discovery. The award by the arbitrator shall be final and the parties shall require that the arbitrator issue along with the award a reasoned legal opinion explaining and justifying the award based on applied legal principles. The award issued by the arbitrator may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, either party may pursue equitable relief to prevent irreparable harm (e.g., inappropriate use or disclosure of a party’s confidential information) in any court of competent jurisdiction. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile, portable document format (PDF) transmission, or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Agreement.

14. **Integration: Modification.** This Agreement constitutes the sole agreement of the parties with respect to the terms hereof and shall supersede all oral negotiations and the terms of prior writings with respect thereto. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

15. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

[The next page is the signature page.]
IN WITNESS WHEREOF, Sensus and the City have executed this Settlement and Release Agreement as of the Effective Date.

SENSUS USA INC.

By: ____________________
Name: ____________________
Title: ____________________

CITY OF PANAMA CITY BEACH, FLORIDA

By: ____________________
Name: ____________________
Title: ____________________
Exhibit A

Warranty

(see attached)
Sensus Limited Warranty

I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus Terms of Sale, available at sensus.com/Terms ("Terms of Sale").

II. SR II and accuSTREAM "5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment; or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II meter will perform to at least AWWA Repair Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

<table>
<thead>
<tr>
<th>New Meter Accuracy</th>
<th>Repair Meter Accuracy</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; SR II Meter and accuSTREAM Meter</td>
<td>900,000 gallons</td>
</tr>
<tr>
<td>3/4&quot; SR II Meter and accuSTREAM Meter</td>
<td>750,000 gallons</td>
</tr>
<tr>
<td>1&quot; SR II Meter and accuSTREAM Meter</td>
<td>1,000,000 gallons</td>
</tr>
</tbody>
</table>

III. 5/8", 3/4", & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

<table>
<thead>
<tr>
<th>Repair Meter Accuracy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/2&quot; SR Meter</td>
</tr>
<tr>
<td>2&quot; SR Meter</td>
</tr>
</tbody>
</table>

V. PMM 6/8", 3/4", & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 6/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

<table>
<thead>
<tr>
<th>Repair Meter Accuracy</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; PMM</td>
</tr>
<tr>
<td>3/4&quot; PMM</td>
</tr>
<tr>
<td>1&quot; PMM</td>
</tr>
</tbody>
</table>

VI. PAM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PAM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

<table>
<thead>
<tr>
<th>Repair Meter Accuracy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/2&quot; PAM</td>
</tr>
<tr>
<td>2&quot; PAM</td>
</tr>
</tbody>
</table>

VII. IPERL Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the IPERL Water Management System Data Sheet available at sensus.com/pdf/datasheets or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The IPERL System warranty does not include the external housing.

VIII. Malfunction...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. Sensus "W" Series Turbo Meters, "OMNI" Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. Sensus "accuMAG" Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for eighteen (18) months from the date of Sensus shipment or twelve (12) months from startup, whichever occurs first.

XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, whichever occurs first:

<table>
<thead>
<tr>
<th>Register Type</th>
<th>Warranty Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; thru 2&quot; SR, SR II, PMM, accuSTREAM Standard Registers</td>
<td>25 years</td>
</tr>
<tr>
<td>5/8&quot; thru 2&quot; SR, SR II, PMM, accuSTREAM Encoder Registers</td>
<td>10 years</td>
</tr>
<tr>
<td>Electronic Communication Index (ECl)</td>
<td>10 years</td>
</tr>
<tr>
<td>All &lt;SFP, IP Connector, R.E. Elec, RFCI</td>
<td>1 year</td>
</tr>
<tr>
<td>Standard and Encoder Registers for &quot;W&quot; Turbo and Propeller Meters</td>
<td>5 years</td>
</tr>
<tr>
<td>OMNI Register with Battery</td>
<td>10 years</td>
</tr>
</tbody>
</table>

XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

XIII. Batteries, IPERL System Components, AMR and FlexNet™ System AMR Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below:

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Warranty Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic TouchPad</td>
<td>10 years</td>
</tr>
<tr>
<td>RadioRead® MXU (Model 505C, 510R or 520R) and Batteries</td>
<td>20 years*</td>
</tr>
<tr>
<td>Act-Pak® Instrumentation</td>
<td>1 year</td>
</tr>
<tr>
<td>TouchRead® Coupler and AMR Equipment</td>
<td>1 year</td>
</tr>
<tr>
<td>FlexNet Water or Gas SmartPoint™ Modules and Batteries</td>
<td>20 years*</td>
</tr>
<tr>
<td>Hand-Held Device</td>
<td>1 year</td>
</tr>
<tr>
<td>Vehicle Gateway Base Station</td>
<td>1 year</td>
</tr>
<tr>
<td>FlexNet Base Station (including the Metro and MXU base stations)</td>
<td>1 year</td>
</tr>
<tr>
<td>Echo Transceiver</td>
<td>1 year</td>
</tr>
<tr>
<td>Remote Transceiver</td>
<td>1 year</td>
</tr>
<tr>
<td>ConA and FlexNet Electricity SmartPoint Module</td>
<td>1 year</td>
</tr>
<tr>
<td>IPERL System Battery and IPERL System Components</td>
<td>20 years*</td>
</tr>
<tr>
<td>Residential Electronic Register</td>
<td>20 years*</td>
</tr>
</tbody>
</table>

* Sensus will repair or replace non-performing:
- RadioRead® MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system setup of up to one demand read to each SmartPoint Module per month and up to two firmware downloads during the life of the product) and batteries,
- Residential Electronic Register with hourly reads, and
- IPERL System Batteries, and/or the IPERL System flowmeters, the flow sensing and data processing assemblies, and the register ("IPERL System Components") with hourly reads

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) pays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) pays the freight costs both to and from such location. In all cases, if Sensus does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Meter meter returns must include documentation of the

6001 Six Forks Road, Suite 720
Raleigh, NC 27615
1-800-638-3748
Customer’s test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test result will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus’ option, after the meter has been tested by Sensus. The Customer will be charged Sensus’ then current testing fee. Sensus SmartPoints modules and MUX’s returned must be affixed with a completed return evaluation label. For all return, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete (“Obsolete Product”), Sensus may, at its discretion, replace such Obsolete Product with a different product model (“New Product”), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

This SECTION XV SETS FORTH CUSTOMER’S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been installed improperly or in non-recommended installations; installed in a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; not used according to approved methods; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to release, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, “Exceptions”). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, replacing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, IMPLIED OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XVI. Limitation of Liability...

SENSUS’ AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY “CAUSES OF ACTION”) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION arose IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS’ LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), REGARDLESS OF WHETHER SUCH LOSS, REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; (III) ANY INOUT COSTS; (IV) MANUAL METER READ COSTS AND EXPENSES; AND (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING WATERS, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. “INOUT COSTS” MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USERS’ PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. “END USER” MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
CONSENT AGENDA
ITEM #4,
RESOLUTION 16-37
RESOLUTION 16-37

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER #2016-01 TO THE MASTER SERVICES AGREEMENT WITH MCNEIL CARROLL ENGINEERING, INC. RELATED TO THE CITY'S HOMBRE CIRCLE CULVERT CLEANING AND DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT OF $15,000.

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 #2016-01 to the Master Services Agreement between the City and McNeil Carroll Engineering, Inc., dated December 29, 2013, for general, localized stormwater engineering services, related to the Hombre Circle Culvert Cleaning and Drainage Improvements Project, in a total amount of Fifteen Thousand Dollars and No Cents ($15,000.00), in substantially the form attached and presented to the Council today, draft dated December 29, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: __________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto

From: Kelly Jenkins

Date: December 29, 2015

Subject: Professional Stormwater Engineering Services Task Order –
Hombre Circle Culvert Cleaning and Drainage Improvements

In August 2013 CDM Smith was tasked to analyze different possible scenarios, for the Glades stormwater basin to see if proposed infrastructure improvements could help alleviate some of the flooding for 100 year rainfall events. The report suggested making a few different improvements which combined would be able to drop flooding levels approximately 0.6' in those areas where the most damage occurred to residences. A recommendation within the report is to clean out and maintain sediment levels in the 2-42” culverts beneath Hombre Circle (see Exhibit A).

These culverts have been silted in over time and therefore restrict the flow that is directed east and then north under Back Beach Road. These culverts are very deep and therefore difficult to clean and maintain. Staff has had preliminary discussions with McNeil Carroll Engineering to determine potential cleaning methods and design improvements that should help keep the culverts clean and operational and be easier to maintain.

Staff requested and has received a proposed task order number 2016-01 (see Exhibit B w/attachments) for work under the Master Services Agreement (MSA) with one of the City’s stormwater consultants, McNeil Carroll Engineering Inc., to come up with cleaning methods and a final design of drainage structures. The proposal attached will provide services for survey, engineering design, bidding, permitting and construction oversight.

Staff recommends approval of this proposal in the amount of $15,000 and has sufficient funds in this fiscal year stormwater budget.
HOMBRE CIRCLE CULVERT
CLEANING & DRAINAGE IMPROVEMENTS

EXHIBIT A
EXHIBIT B  
COMBINED TASK ORDER AND  
NOTICE TO PROCEED  

TASK ORDER NO. 2016-01          DATE December 29, 2015

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF  
PANAMA CITY BEACH AND McNeil Carroll Engineering, Inc. RELATING TO GENERAL,  
LOCALIZED PROFESSIONAL STORMWATER ENGINEERING SERVICES dated December 29  
2013, (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 Exhibit B Attachments, Scope of Services, relating to the Hombre Circle Culvert Cleaning and Drainage Improvements Project.

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

- X a stipulated sum of $15,000.00
- 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 at the rates set forth upon incorporated
  Attachment B, Hourly Fee Breakdown (if applicable), with a maximum cost
  of $__________________;

and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on ______, 2016, and shall be completed within ____ months. 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.


________________________________________  __________________________

By: __________________ Date: __________________

Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

________________________________________  __________________________

By: __________________ Date: __________________

City Manager

City Clerk

CONSENT
AGENDA ITEM # ______
December 29, 2015

SENT VIA EMAIL

Ms. Kelly Jenkins, P.E.
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

Re: Task Order #2016-01
Proposal for Engineering Services
Hombre Circle Culvert Cleaning and Drainage Improvements
Panama City Beach, Florida
MCEI File No. 245.26

Dear Ms. Jenkins:

McNeil Carroll Engineering, Inc. is pleased to have the opportunity to provide professional services for the proposed drainage improvement project located in Panama City Beach, Florida. Based on information provided to us, we have developed the following scope of services for your review and consideration.

Professional Service Description

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Topographical Surveying</td>
<td>2,500.00</td>
</tr>
<tr>
<td></td>
<td>Preble Rish, Inc. will provide topographical surveying identifying existing grades, inlets, pipes, etc. within the right of way of Hombre Circle as depicted in sketch.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Engineering Design</td>
<td>8,000.00</td>
</tr>
<tr>
<td></td>
<td>MCEI will provide engineering services to include culvert cleaning methods, demolition, drainage structure design &amp; installation and depicting new contours within existing ditch and drainage area.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Construction and Bidding Documents</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td>MCEI will prepare specifications and bid documents for bidding purposes for construction and oversee bidding process.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Permitting</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td>MCEI will submit documents to FDEP and USACOE for regulatory approvals.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Construction Oversight</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td>MCEI will provide construction observation during construction.</td>
<td></td>
</tr>
</tbody>
</table>

Exhibit B Attachments

CONSENT
AGENDA ITEM #
COMPENSATION

The work described above will be performed on a flat fee basis with progress billing rates. The flat fee to complete the work described herein is as follows:

Task 1-5 Total: $15,000.00

Once again, we appreciate your consideration of McNeil Carroll Engineering, Inc. and look forward to providing the City of Panama City Beach with quality engineering services. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

McNeil Carroll Engineering, Inc.

Robert Carroll, P.E.
Vice President

ACCEPTANCE

BY: Mario Gisbert, City Manager
City of Panama City Beach

DATE: ____________________
CONSENT AGENDA
ITEM #5,
RESOLUTION 16-38
RESOLUTION 16-38

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER #2016-02 TO THE MASTER SERVICES AGREEMENT WITH MCNEIL CARROLL ENGINEERING, INC. RELATED TO THE CITY'S GLADES SOUTH CHANNEL DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT OF $20,000.

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 #2016-01 to the Master Services Agreement between the City and McNeil Carroll Engineering, Inc., dated December 29, 2013, for general, localized stormwater engineering services, related to the Glades South Channel drainage improvements project, in a total amount of Twenty Thousand Dollars and No Cents ($20,000.00), in substantially the form attached and presented to the Council today, draft dated December 29, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ________________________________
   Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto

From: Kelly Jenkins

Date: December 29, 2015

Subject: Professional Stormwater Engineering Services Task Order – Glades South Channel Improvements (near St. Bernadette)

In August 2013 CDM Smith was tasked to analyze different possible scenarios, for the Glades stormwater basin to see if proposed infrastructure improvements could help alleviate some of the flooding for 100 year rainfall events. The report suggested making a few different improvements when combined would be able to drop flooding levels approximately 0.6' in those areas where the most damage occurred to residences. One of the recommendations is to clean out and maintain the historic channel connecting the St. Bernadette Catholic Church pond to the existing channel currently connected to the Moylan Road system (see Exhibit A).

This channel has not been maintained and large quantities of various different types of debris were discovered along the channel. Staff has had preliminary discussions with McNeil Carroll Engineering to determine an alignment that would reconnect this channel which would include a culvert crossing. These improvements would help keep this drainage connection operational.

Staff requested and has received a proposed task order number 2016-02 (see Exhibit B w/ attachments) for work under the Master Services Agreement (MSA) with one of the City’s stormwater consultants, McNeil Carroll Engineering Inc., to come up with final design of the connection and culvert crossing beneath the Gulf Power Easement. The proposal attached will provide services for survey, engineering design, bidding, permitting and construction oversight.

Staff recommends approval of this proposal in the amount of $20,000 and has sufficient funds in this fiscal year stormwater budget.
Exhibit A

Legend
- Channel
- Project Components

0 100 200
1 inch = 200 feet

Channel and Maintenance Berm
Box Culvert Crossing for Easement Access
Existing Channel

Figure 6
Church Pond Channel
The Glades Flood Study Update and Evaluation
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2016-02
DATE December 29, 2015

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND McNeil Carroll Engineering, Inc. RELATING TO GENERAL, LOCALIZED PROFESSIONAL STORMWATER ENGINEERING SERVICES dated December 29, 2013, (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 Exhibit B Attachments, Scope of Services, relating to the Glades South Channel Drainage Improvements Project (near St. Bernadette).

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

- [X] a stipulated sum of $20,000.00; 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 at the rates set forth upon incorporated Attachment B, Hourly Fee Breakdown (if applicable), with a maximum cost of $__________;

and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on ________, 2016, and shall be completed within ______ months. 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.


By: ___________________ Date: ___________________

Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: ___________________ Date: ___________________

City Clerk

City Manager

CONSENT
AGENDA ITEM # 5
December 29, 2015

SENT VIA EMAIL.

Ms. Kelly Jenkins, P.E.
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

Re: Task Order # 2016-02
Proposal for Engineering Services
Glades South Channel Improvements (near St. Bernadette)
Panama City Beach, Florida
MCEI File No. 245.27

Dear Ms. Jenkins:

McNeil Carroll Engineering, Inc. is pleased to have the opportunity to provide professional services for the proposed drainage improvement project located in Panama City Beach, Florida. Based on information provided to us, we have developed the following scope of services for your review and consideration.

Professional Service Description

Task 1: Topographical Surveying ($3,600.00)
Preble Rish, Inc. will provide topographical surveying identifying existing grades and existing improvements for channel improvements.

Task 2: Engineering Design ($12,000.00)
MCEI will provide engineering services designing the channel improvements including pipe sizing.

Task 3: Construction and Bidding Documents ($1,500.00)
MCEI will prepare specifications and bid documents for bidding purposes for construction and oversee bidding process.

Task 4: Permitting ($1,500.00)
MCEI will submit documents to FDEP and USACOE for regulatory approvals.

Task 5: Construction Oversight ($1,500.00)
MCEI will provide construction observation during construction.
COMPENSATION

The work described above will be performed on a flat fee basis with progress billing rates. The flat fee to complete the work described herein is as follows:

Task 1-5 Total: $20,000.00

Once again, we appreciate your consideration of McNeil Carroll Engineering, Inc. and look forward to providing the City of Panama City Beach with quality engineering services. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

McNeil Carroll Engineering, Inc.

Robert Carroll, P.E.
Vice President

ACCEPTANCE

BY: Mario Gisbert, City Manager
City of Panama City Beach

DATE: ____________________________
CONSENT AGENDA
ITEM #6,
RESOLUTION 16-39
RESOLUTION 16-39

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDER #2016-01 TO THE MASTER SERVICES AGREEMENT WITH PREBLE-RISH, INC. RELATED TO THE CITY'S GLADES AND HOMBRE OUTFALL IMPROVEMENTS NORTH OF US-98 IN AN AMOUNT OF $90,400.

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 #2016-01 to the Master Services Agreement between the City and Preble-Rish, Inc., dated December 29, 2013, for general, localized stormwater engineering services, related to the Glades and Hombre Outfall Improvements north of U.S. 98, in a total amount of Ninety Thousand Four Hundred Dollars and No Cents ($90,400.00), in substantially the form attached and presented to the Council today, draft dated December 28, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert
CC: Holly White, Paul Casto
From: Kelly Jenkins
Date: December 29, 2015

In August 2013 CDM Smith was tasked to analyze different possible scenarios, for the Glades stormwater basin to see if proposed infrastructure improvements could help alleviate some of the flooding for 100 year rainfall events. The report suggested making a few different improvements which combined would be able to drop flooding levels approximately 0.6' in those areas where the most damage occurred to residences. Another recommendation from the report is to widen the channel that the Glades discharges to on the north side of Back Beach Road which then outfalls into West Bay (see Exhibit A).

This ditch runs primarily through St. Joe land which lies within their overall planned Breakfast Point Subdivision. Along this ditch are many different land designations including conservation easements, mitigation banks, and wetlands (both high and low quality). In February 2015 the outfall route was flagged and surveyed by Icarus Ecological Services, Inc. The survey information of these wetland impacts was utilized when staff, Preble-Rish, Inc. (PRI), and Icarus met with the Florida Department of Environmental Protection (FDEP) and the Corps of Engineers (COE). During that meeting it was determined that an individual permit would be required for permitting through these agencies.

Staff requested and has received a proposed task order number 2016-01 (see Exhibit B w/ attachments) for work under the Master Services Agreement (MSA) with one of the City’s stormwater consultants, Preble-Rish, Inc., to provide the tasks necessary to permit and design the widening of this channel. They have also utilized a sub-consultant, ICARUS Ecological Services Inc. The proposal attached will provide services to survey, design, plans preparation, bidding and construction services, and environmental permitting.

Staff recommends approval of this proposal for a total project cost in the amount of $90,400 and has sufficient funds in this fiscal year stormwater budget. Due to the extensive amount of permitting efforts required, this task order is estimated to be completed within one year from the notice to proceed.
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2016-01

DATE December 29, 2015

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Preble-Rish, Inc. RELATING TO GENERAL, LOCALIZED PROFESSIONAL STORMWATER ENGINEERING SERVICES dated December 29, 2013, (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 Exhibit B Attachments, Scope of Services, relating to the Glades and Hombre Outfall Improvements North of US-98.

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

_X_ a stipulated sum of $90,400.00; 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,

Allwance of $____ for ________, and

Allwance of $____ for ____________; or

____ a fee determined on a time-involved basis at the rates set forth upon incorporated Attachment B, Hourly Fee Breakdown, with a maximum cost of $____;

and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 2016, and shall be completed within one calendar year. 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:

______________________________

______________________________

Preble-Rish, Inc.

By: __________________________ Date: __________________________

Its:

______________________________

CITY OF PANAMA CITY BEACH, FLA.

By: __________________________ Date: __________________________

City Manager

______________________________

CONSENT
AGENDA ITEM # 6
December 28, 2015

Ms. Kelly P. Jenkins, P.E., CFM
City Engineer
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413


Dear Ms. Jenkins,

The Glades and Hombre Outfall Improvement project has been carefully reviewed with on-site inspections and review of the recommendations by CDM in the October 2014 study referred to as "The Glades Flood Study Update and Evaluation". The overall concept is to improve the discharge rates for the Glades basin by constructing an improved outfall ditch that would be wider with a new alignment to provide additional capacity and reduce peak flood stage elevations south of US-98.

In February of 2015 the proposed outfall route was flagged and surveyed by Icarus Ecological Services, Inc. to determine the limits of the low and high quality wetlands for a 50 foot wide cross section centered on the existing ditch alignment. The purpose of the new survey was to verify the estimated impacts for meetings with the DEP and ACOE that would provide direction on the permitting process, estimated timeframes, and submittal requirements. The survey that was conducted determined that there were a total of 2.9 acres of high quality wetland impacts and 1.8 acres of low quality wetland impacts.

In April 2015 you attended meetings that were conducted with PRI and Icarus Ecological Services, Inc. (Thomas Estes) to determine the best options for design to minimize wetland impacts within DEP and ACOE jurisdictional areas. The DEP meeting was conducted with Charlotte Cope, P.E. and it was determined that the EMA process would be followed for any proposed impacts. The meeting with ACOE was conducted with Andy Kozlowski and it was determined that the project would require an individual project approval (IP) due to the amount of impacts that were being proposed for project construction.

The following are the service summaries for design, plans preparation, bidding and contract services, and environmental permitting for the proposed outfall ditch improvements north of US-98. PRI is subcontracting the environmental permitting through Icarus Ecological Services, Inc. as we have discussed in the meetings with both the DEP and ACOE in preliminary meetings.

Surveying – Provide topographical survey with one foot contours to include cross sections at 100 foot intervals through the straight segments and 50 foot intervals in all bends and curves. In addition, provide wetland flag locations at key areas where high quality wetland impacts are anticipated. Low quality wetland areas will utilize the GPS data points already established by Icarus Environmental Services, Inc.

Survey Total - $11,350.00

Exhibit B Attachments
Design and Construction Plans – Provide design to meet minimum requirements from CDM study including ditch profiles, cross sections, earthwork quantities, and impact areas required for permit drawing preparation. Includes typical sections, erosion control, slope stabilization recommendations, and construction specifications

**Design Total - $35,500.00**

Bidding, Inspection and Contract Services – Provide Specifications to City of Panama City Beach standard template format with detailed bid schedule, work plan, project overview, and advertisements. Conduct pre-bid conference or prequalification package (or both) and attend bid opening, provide award recommendations, and handle contract administration with pay request verification / approval. In addition, provide periodic on-site inspection during construction with a minimum of 16 hours per week (192 hours) assuming a 90 day construction schedule.

**Bidding, Inspection, and Contract Services Total - $14,550.00**

Environmental Permitting – PRI will subcontract the environmental services to Icarus Ecological Services, Inc. which will include the following items: The consultant will participate in the preliminary jurisdictional wetland evaluation approval process with FDEP and the Corps (USACE). The consultant will prepare and submit Individual Permit and/or Ecosystem Management Agreement Individual Project Approval packages for both State and Federal agencies (FDEP and USACE). Icarus will prepare the Corps Individual Permit application using the Joint Application SWERP forms for Individual Projects. Icarus will address required federal review topics such as; listed species (if any), minimization and avoidance, secondary impacts, UMAM and the 404(b) guidelines, which require an Alternative Sites Analysis. It is likely that an EMA will be required for the project from FDEP. The EMA is a binding agreement between FDEP and The St. Joe Company (SJC) and covered all properties owned by (SJC) at the time of execution (2004). The proposed Glades Ditch Improvement Project occurs within the EMA identified lands. As such, SJC will be a required co-applicant for the Individual Project Approval (IPA) issued under the EMA. If more than 20% of the low quality wetlands are impacted, low quality wetlands within the highway 98 sub-basin will be required to be placed into a Conservation Easement (CE) at a ratio of 4:1. The direct impacts to both low quality and high quality wetlands will require the use of credits from the Breakfast Point Mitigation Bank (BPMB) which is currently estimated to provide credits for $75,000 per credit. Icarus will prepare and submit the EMA request for IPA, or Individual Permit, whichever is ultimately required by FDEP. It is estimated that the permitting fees will be between $1,500 and $5,000 for FDEP, depending on which mechanism the Department ultimately decides must be used. These fees will be paid by the City of Panama City Beach once the exact fee amount is determined by DEP. The coordination efforts with the St. Joe Company will include the City representatives and will be one of the key aspects to approval for the ditch improvement project. Both PRI and Icarus will attend coordination meetings and

Exhibit B Attachments

CONSENT

AGENDA ITEM #
provide assistance with any information needed for key decision making that will be required by the City and St. Joe Company during the permitting process.

**Environmental Permitting Services Total - $29,000.00**

**Total Project Cost - $90,400.00**

The estimated timeframe for completion of survey, design, and permitting for the project to be ready for advertising and construction is one year from the notice to proceed. The permitting portion of the effort is estimated at seven (7) months of the total. The use of an EMA will require frequent coordination with St. Joe Company, including authorizations, documentation, and the use of credits from Breakfast Point Mitigation Bank. In addition, the applicant will need to submit project information and data in hard copy and electronic form to St. Joe Company for the RGP-SAJ86 / EMA annual compliance report, and ledger information required by the EMA.

Thank you for the opportunity to provide the services outlined above and please sign the attached Task Order to execute the contract. Please let me know if you have any questions or need any additional information related to the completion of the project.

Sincerely,

Cliff A. Knauer, P.E., CFM
Vice President
Preble-Rish Inc.

cc: Cliff Wilson, President Preble-Rish Inc.
CITY OF PANAMA CITY BEACH  
NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS  
PRI PROJECT NO. 211.213  
TASK ORDER 2018-01  

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the Engineer to provide professional services for the North Glades and Hombre Drainage Improvements project to the City of Panama City Beach (City) acting by and through its Council. PRI understands that the City is pursuing the Glades and Hombre Drainage Improvements as part of the overall Master Stormwater Evaluation and is in accordance with the CIP priority list. PRI has developed the following scope of services and associated fee schedule in an effort to develop 100% engineering documents and to obtain the necessary permits. The Environmental Permitting will be subcontracted to Icarus Ecological Services, Inc. as outlined in the proposal documents.

DESCRIPTION OF SCOPE OF SERVICES

SURVEYING - $71,850.00

A. Topographic Survey - $7,850.00
   1. Conveyance system survey to include US-98 culvert crossing, Hombre weir area, and existing channel to the limits of the Breakfast Point Mitigation Bank boundaries. Survey will include location of high quality wetland flags and cross sections at 100 ft intervals with 50 ft intervals in bends and channel curves.

B. As-Built Survey - $3,500.00
   1. Provide as-built topographic survey after construction is completed for inclusion into the modeling for the Glades Basin to update the SWIMM data.

ENGINEERING SERVICES - $50,050.00

A. Outfall Design - $28,500.00
   1. Provide plan and profiles for ditch improvements to the BPMB property limits
   2. Provide cross sections with earthwork quantities for contractor take off and bidding
   3. Provide details for slope stabilization, erosion control, staging, and specifications
   4. Construction Plans Preparation with details for bidding out the project

B. Permit Drawings and Exhibits - $5000.00
   1. Provide permit drawings and exhibits as required to assist Icarus Ecological Services, Inc.
   2. Provide earthwork quantities for impact areas and staging plans for avoidance of high quality wetland areas

C. Meetings - $2000.00
   Attend meeting with and for Owner as required to efficiently complete the services required under this scope of work. Coordination efforts with St. Joe Company and the City will be key components of project success.
   1. Kick-off meeting with Owner.
   2. Preliminary outfall layout meeting at 30% to evaluate options.
   3. 60% review meeting with Owner.
   4. Coordination meetings with St. Joe Company and City
   5. FDEP/USACOE pre-application meetings.
   6. 90% construction plan review meeting.

D. Contract Administration - Bidding and Inspection Services - $14,550.00
   1. Consultant to provide project Contract Administration during construction through the construction process full time during the construction activities includes preparation of all bidding and contract documents to meet the City of Panama City Beach templates with bid schedules, project overview, work plan, etc.
   2. Provide periodic inspection through project completion estimated at 16 hours per week with a 90 day completion timeframe.
   3. Project closeout including submittals for DEP and ACOE required for environmental permit compliance.
ENVIRONMENTAL SERVICES - $29,000.00

A. Environmental Permitting - DEP and ACOE permitting - $29,000.00
Consultant will prepare permit packages and submittals for each phase which includes submittals to the following agencies/permits:

1. FDEP and ACOE pre-application meetings and conference calls
2. EMA permit modifications as required
3. Permitting Packages - The consultant will participate in the preliminary jurisdictional wetland evaluation approval process with FDEP and the Corps (USACE). The consultant will prepare and submit Individual Permit and/or Ecosystem Management Agreement Individual Project Approval packages for both State and Federal agencies (FDEP and USACE). Icarus will prepare the Corps Individual Permit application using the Joint Application SWERP forms for individual Projects. Icarus will address required federal review topics such as; listed species (if any), minimization and avoidance, secondary impacts, UMAM and the 404(b)(1) guidelines, which require an Alternative Sites Analysis. works with St. Joe Company and City of Panama City Beach to coordinate permitting

EXCLUSIONS
1. All agencies permit application fees.
2. Electrical, cable, telephone, gas, or other communication utility design
3. Dredge and fill plans and permitting beyond project limits.
4. Geotechnical Evaluation and Testing

FEE ESTIMATE

<table>
<thead>
<tr>
<th>Professional Services Fees</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Surveying</td>
<td>$11,350.00</td>
</tr>
<tr>
<td>B. Engineering / Design / Contract Administration</td>
<td>$50,050.00</td>
</tr>
<tr>
<td>C. Environmental Permitting</td>
<td>$29,000.00</td>
</tr>
</tbody>
</table>

Total $90,400.00

Note:
Permitting fees and advertisement fees are not included and are the responsibility of the City.
IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.
877 C.R. 393 North
Santa Rosa Beach, Florida 32456

By: ____________________________
Name: Cliff Knaus, P.E.
Title: Senior Vice President
Witnessed: ________________________
Date: 12.29.15

CITY OF PANAMA CITY BEACH, FLORIDA
110 S. Arnold Road
Panama City Beach, Florida 32413

By: ____________________________
Name: Mario Gisbert
Title: City Manager
Witnessed: ________________________
Date: ____________________________
CONSENT AGENDA

ITEM #7,

RESOLUTION 16-40
RESOLUTION NO. 16-40

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF CERTAIN ROADS INTERNAL TO PIER PARK TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AND MUSIC FESTIVAL BOURBON STREET PARTY ON FEBRUARY 5 AND 6, 2016; AUTHORIZING THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD ON SATURDAY, FEBRUARY 6, 2016, TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AT THE BEACH PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the 2016 Panama City Beach Mardi Gras and Music Festival will be held on Panama City Beach on February 5 and 6, 2016, an event which will include a Children’s Parade through Pier Park on the evening of Friday, February 5, 2016, a Parade through Pier Park on the evening of Saturday, February 6, 2016, and a Street Party in Pier Park on the evenings of February 5 and 6, 2016, all of which the City finds necessitates careful traffic control and extraordinary usage of certain sections of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Pier Park Drive, and Front Beach Road.

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

1. Portions of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, and Pier Park Drive from L.C. Hilton Jr. Drive to Longboard Way shall be closed to vehicular traffic for the 2016 Panama City Beach Mardi Gras and Music Festival Bourbon Street Party, during the hours of 12:00 A.M. on February 5, 2016 until 12:00 A.M. on February 7, 2016.

2. During the hours of 5:15 P.M. and 6:45 P.M. on Saturday, February 6, 2016 all vehicular traffic on Front Beach Road from Powell Adams to West Pier Park Drive shall be rerouted in accordance with the map which accompanies this Resolution to accommodate the Mardi Gras At The Beach Parade.

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

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION this 14th day of January, 2016.

CITY OF PANAMA CITY BEACH

By: ___________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
December 17, 2015

To: Mayor and Council Members

Cc: Jo Smith

From: Visit Panama City Beach
Sports/Events Department

Re: Temporary Street Closures

February 5th & 6th – Panama City Beach Mardi Gras and Music Festival

We ask for the approval for portions of L.C. Hilton, Jr. Drive, Sea Monkey Way, Longboard Way and Pier Park Drive beginning at the Grand Theater roundabout to Front Beach Road shall be closed to vehicular traffic from 12:00am on Fridays February 5th, 2016 until 12:00am Sunday February 6th, 2016 for the Panama City Beach Mardi Gras and Music Festival. All vehicular traffic will be rerouted away from these roads per the attached map.
PARADE DETOUR

Detour for West Bound 98/FBR

Turn North on Powell Adams
West onto Panama City Beach Parkway
South onto West Pier Park Drive
Puts you back on West 98

Detour for East Bound 98/FBR

Turn North onto West Pier Park Drive
East onto Panama City Beach Parkway
South onto Powell Adams (Midway only for Pier Park Access) or South onto Hill Road
Puts you back onto East 98
POLICE OFFICERS AND THEIR VEHICLES CAN BE USED INSTEAD OF SIGNS FOR CLOSURE AND DETOUR ROUTE.
**TEMPORARY CLOSING OF STATE ROAD PERMIT**

**Governmental Entity**

<table>
<thead>
<tr>
<th>Approving Local Government</th>
<th>City of Panama City Beach</th>
<th>Contact Person</th>
<th>Mario Gisbert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>850-233-5100</td>
<td>Email</td>
<td>mgisbert@f dot.gov.com</td>
</tr>
</tbody>
</table>

**Organization Requesting Special Event**

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Panama City Beach CVB</th>
<th>Contact Person</th>
<th>Patrick Stewart</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>850-233-5070</td>
<td>Email</td>
<td><a href="mailto:Patrick.stewart@visitpanamacitybeach.com">Patrick.stewart@visitpanamacitybeach.com</a></td>
</tr>
</tbody>
</table>

**Description of Special Event**

<table>
<thead>
<tr>
<th>Event Title</th>
<th>Panama City Beach Mardi Gras &amp; Music Festival</th>
<th>Date of Event</th>
<th>Feb 5-6, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Time</td>
<td>5:15 PM</td>
<td>End Time</td>
<td>6:45 PM</td>
</tr>
<tr>
<td>Event Route (attach map)</td>
<td>See attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detour Route (attach map)</td>
<td>See attached</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Law Enforcement Agency Responsible for Traffic Control**

<table>
<thead>
<tr>
<th>Name of Agency</th>
<th>PCBPD</th>
</tr>
</thead>
</table>

**US Coast Guard Approval for Controlling Movable Bridge**

| Not Applicable              | X     |
| Copy of USCG Approval Letter Attached | ☐      |

**Bridge Location**

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

**Signatures of Authorization**

<table>
<thead>
<tr>
<th>Event Coordinator</th>
<th>Patrick Stewart</th>
<th>Signature</th>
<th>Date</th>
<th>12/3/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Enforcement Name/Title</td>
<td></td>
<td>Signature</td>
<td>Date</td>
<td>12/3/15</td>
</tr>
<tr>
<td>Government Official Name/Title</td>
<td></td>
<td>Signature</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

**FDOT Special Conditions**

<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**FDOT Authorization**

<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
Children's Parade Route
5:20-6:00pm on Saturday, February 5th
Parade Route

5th Ma

Start on Saturday February 5th

Parade line up area

Main Parade Route

Start at 5:15-6:45 pm on Saturday February 6th
Friday 4am Road Closures
Saturday 6am Road Closures
Temp. Children's parade closure
Temp closures just before the Main

Note: PPDR will re-open at 6am on Sunday February 7th
### Panama City Beach Mardi Gras & Music Festival

**featuring the Krewe of Dominique Mardi Gras at the Beach Parade 2016**

**Friday February 5**

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>4:00 pm to 6:30 pm</td>
<td>Float Tours</td>
<td>LC Hilton West/Pier Park Drive</td>
</tr>
<tr>
<td>4:00 pm to 7:30 pm</td>
<td>Kids Fun Zone</td>
<td>Grand Theater</td>
</tr>
<tr>
<td>4:00 pm to 7:30 pm</td>
<td>Festival Village</td>
<td>LC Hilton East</td>
</tr>
<tr>
<td>5:00 pm to 5:15 pm</td>
<td>Opening Remarks</td>
<td>South Stage/Pier Park</td>
</tr>
<tr>
<td>5:20 pm to 6:00 pm</td>
<td>Kid’s Costume Contest</td>
<td>South Stage/Pier Park</td>
</tr>
<tr>
<td>6:00 pm to 7:00 pm</td>
<td>Kids Parade</td>
<td>South Stage/Pier Park Drive</td>
</tr>
<tr>
<td>7:00 pm - 7:30 pm</td>
<td>2nd Line Parade</td>
<td>Pier Park Drive</td>
</tr>
<tr>
<td>7:30 pm</td>
<td>Fireworks</td>
<td>City Pier</td>
</tr>
</tbody>
</table>

**Saturday February 6**

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 am to 10:00 am</td>
<td>Mardi Gras 5K</td>
<td>Frank Brown Park</td>
</tr>
<tr>
<td>11:00 am to 5:00 pm</td>
<td>Kids Fun Zone</td>
<td>Grand Theater</td>
</tr>
<tr>
<td>11:00 am to 7:00 pm</td>
<td>Festival Village</td>
<td>Pier Park East</td>
</tr>
<tr>
<td>12:00 pm to 1:15 pm</td>
<td>Waylon Thibodeaux w/Jo-El Sonnier</td>
<td>Aaron Bessant Park</td>
</tr>
<tr>
<td>1:45 pm to 3:00 pm</td>
<td>Headliner: Sammy Kershaw</td>
<td>Aaron Bessant Park</td>
</tr>
<tr>
<td>3:00 pm to 4:00 pm</td>
<td>Vince Vance &amp; the Valiants w/Al &quot;Carnival Time&quot; Johnson</td>
<td>Circle Stage/Pier Park</td>
</tr>
<tr>
<td>4:00 pm to 4:15 pm</td>
<td>Adult Costume Contest</td>
<td>Circle Stage/Pier Park</td>
</tr>
<tr>
<td>4:15 pm to 5:15 pm</td>
<td>Victor Wainwright &amp; the Wild Roots</td>
<td>Circle Stage/Pier Park</td>
</tr>
<tr>
<td>5:15 pm to 6:45 pm</td>
<td>KoDY Mardi Gras at the Beach Parade</td>
<td>Pier Park</td>
</tr>
<tr>
<td>7:00 pm</td>
<td>Fireworks</td>
<td>City Pier</td>
</tr>
</tbody>
</table>
CONSENT AGENDA

ITEM #8,

RESOLUTION 16-43
RESOLUTION 16-43

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 Royal American Construction Company, Inc., relating to the West Bay Sewer Lift Station and Forcemain Project, in the basic amount of One Million, Five Hundred Fifty Eight Thousand, Nine Hundred Fifty One Dollars and Ninety Six Cents ($1,558,951.96), in substantially the form of the agreement attached and submitted to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ________________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert
CC: Diane Fowler, Amy Myers
From: Al Shortt
Date: January 6, 2015
Subject: Bids – West Bay Sewer Lift Station and Forcemain Project

The West Bay community, located approximately 4 miles north of the City limits, is within the City’s water/sewer franchise area. Staff has been working towards establishing the municipal water system in the community for several years. That effort is largely complete and staff has budgeted funds in the current fiscal year’s budget to begin providing the basic infrastructure needed for residents and businesses to obtain municipal sewer service. The work will require construction of a sewer lift station on City property in West Bay, a limited scope of gravity sewer mains near the station, and a long force main installed along SR 79 to connect to an existing City sewer main along Panama City Beach Pkwy.

The City’s wastewater engineering consultant, Baskerville-Donovan, Inc. (BDI), completed construction bid documents and permitting for the new lift station and forcemain. It has been designed to serve the surrounding residential areas that currently lack sewer service, with immediate connections planned by West Bay Elementary and a nearby restaurant as soon as service is available.

An advertisement for bids was placed in the News Herald and six (6) bidders responded by the closing time and date. After review of the bids and alternates, Baskerville-Donovan has recommended that the City award the Base Bid to the low bidder, Royal American Construction Company, Inc. in the amount of $1,558,951.96. The primary project expense is due to be the extremely long distance of pipe installation to make the sewer connection. Alternate bid item #1 was requested to substitute a different pipe material for directional drill installations. Based on the proposals, the alternate is not recommended for acceptance. A copy of BDI’s recommendation and bid tabulation is attached for your reference, along with a draft construction Agreement. This project is being funded with existing sewer impact fees. Staff recommends that the City Council authorize the City Manager to contract with Royal American Construction Company. Construction will take approximately 7 months to complete after a contract is awarded.
January 6, 2016

Mr. Al Shortt, P.E. - Utilities Director  
City of Panama City Beach  
110 S. Arnold Road  
Panama City Beach, Florida 32413

RE: West Bay Lift Station & Force Main Project  
BDI Project No. 023255.01  
Panama City Beach, Florida

Ref.: Transmittal of Bid Tabulation and Bid Originals

Dear Mr. Shortt:

Enclosed are three (3) copies of the certified bid tabulation and the original bids with supporting documentation as received on January 6, 2016. The bid grouping is very close for the six bids received indicating uniform understanding of the bid documents. Royal American Construction Co., Inc. (RAC) has submitted the lowest responsive base bid and has previously done work for the City. The weighting of their bid was comparable to the other bidders.

There was one alternate bid item provided which targeted providing competing materials for the Base Bid for directional drills which are single sourced as fusible PVC. The alternate directional drill pipe material came in as an additional cost to the Base Bid cost and it is not recommended for further consideration.

A check with the State of Florida Department of Business and Professional Regulation indicates that Royal American Construction Co., Inc.'s qualifying agent Mr. Harry William Smith, III, currently possesses a valid Certified Underground Utility and Excavation Contractor's license and there are no pending complaints against this individual. Based upon their submittal of the lowest, responsive Base Bid, Royal American Construction Co., Inc. meets the bidding process criteria for award. It is recommended that the Base Bid contract amount of one million five hundred eighty nine thousand dollars and ninety six cents ($1,558,951.96) be awarded.

As always, please contact me should you have any questions regarding this matter. This opportunity to serve the City is greatly appreciated.

Sincerely,

Richard W. Delp, CSI, CDT  
Project Manager

L:\232\23255.01 - West Bay LS\Correspondence\Correspondence\Final Rec Award Shortt 6 Jan 2016.doc
# City of Panama City Beach
## West Bay LS & FM Project

### BID TABULATION

**BDI Project No. 23255.01**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BASE BID</th>
<th>Alternate Bid 1 (Add)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Royal American Construction Co., Inc.</td>
<td>$1,558,951.96</td>
<td>$1,638,951.96</td>
</tr>
<tr>
<td>Roberson Underground Utility, LLC&lt;sup&gt;1&lt;/sup&gt;</td>
<td>$1,615,260.00</td>
<td>$1,701,571.90</td>
</tr>
<tr>
<td>FHP Tectonic Corporation</td>
<td>$1,649,253.22</td>
<td>$1,693,707.75</td>
</tr>
<tr>
<td>Marshall Brothers Construction &amp; Engineering, Inc.</td>
<td>$1,798,270.00</td>
<td>$1,858,640.00</td>
</tr>
<tr>
<td>GAC Contractors, Inc.</td>
<td>$1,910,479.23</td>
<td>$2,005,464.23</td>
</tr>
<tr>
<td>Gulf Coast Utility Contractors, LLC</td>
<td>$1,946,510.00</td>
<td>$2,031,510.00</td>
</tr>
</tbody>
</table>

<sup>1</sup>Roberson Underground Utility, LLC - Alternate Bid submitted $1,701,391.90
EXHIBIT I

WEST BAY LIFT STATION & FORCEMAIN
PANAMA CITY BEACH – WEST BAY LIFT STATION & FORCE MAIN PROJECT
PROJECT NO. 023255.01

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this ___ day of ___________, 2016 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Royal American Construction Co., Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 1002 W. 23rd Street, Suite 400, Panama City, FL 32405 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that term is defined below) in connection with the construction of WEST BAY LIFT STATION & FORCE MAIN PROJECT ("Project"), to be located at Panama City Beach, FL in accordance with the Drawings and Specifications prepared by Baskerville Donovan, Inc., the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S subcontractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within the following schedule:

<table>
<thead>
<tr>
<th>Completion Milestone</th>
<th>Calendar Days Following Notice to Proceed or Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Purchase Order to City for Pipe and Precast Items</td>
<td>7</td>
</tr>
<tr>
<td>Construct Manholes 4, 4A and 5 and All Interconnecting piping and stub-outs (10 feet minimum)</td>
<td>12:00 AM March 19, 2016 to 12:00 AM March 28, 2016</td>
</tr>
<tr>
<td>Construct All Manholes, Sanitary Sewer and Lift Station Wetwell. Manholes</td>
<td>150</td>
</tr>
<tr>
<td>Construct All Other Work</td>
<td>180</td>
</tr>
</tbody>
</table>

Except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of five hundred dollars and zero cents ($500.00) in US currency for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions. In addition to this liquidated damage, an additional liquidated damage of two thousand dollars and zero cents ($2,000.00) in US currency will be assessed for each calendar day that expires after the time period identified in Addendum 1 for the completion of the gravity sewer work to be completed between 12:00 AM
March 19, 2016 to 12:00 AM March 28, 2016.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $1,558,951.96 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

Section 00010    ADVERTISEMENT FOR BIDS
Section 00020    INFORMATION FOR BIDDERS
Section 00030    BID PROPOSAL FORM
Section 00040    BID BOND
Section 00050    AGREEMENT
Section 00060    PERFORMANCE BOND
Section 00070    PAYMENT BOND
Section 00080    NOTICE OF AWARD
Section 00090    NOTICE TO PROCEED
Section 00095    STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096    TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097    PUBLIC ENTITY CRIMES STATEMENT
Section 00099    CERTIFICATE OF INSURANCE
Section 00100    GENERAL CONDITIONS
Section 00800    SUPPLEMENTAL CONDITIONS
Section 00808    SALES TAX EXEMPTION ADDENDUM
DRAWINGS prepared by Baskerville Donovan, Inc. numbered G-000 through E-102 and dated November 2015.

SPECIFICATIONS prepared or issued by Baskerville Donovan, Inc. numbered 00010 – Advertisement for Bids through Appendix “F” – “Bay County Right of Way Use Permit” dated November 2015.

ADDENDA
No. 1, dated December 17, 2015
No. 2, dated December 29, 2015
No. 3, dated December 31, 2015
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:

Royal American Construction Co., Inc.
1002 W. 23rd Street, Suite 400
Panama City, FL 32405
ATTENTION: Joey Chapman, President
Fax No.: (850) 769-8981

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

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

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

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

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

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

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Mr. Albert E. Shortt, P.E. – Utilities Director.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00800 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC 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>Limit Each Accident</th>
<th>Limit Each Accident</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Limit Disease Aggregate</td>
<td>Limit Disease Each Employee</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

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

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

<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 | $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 $10,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The Owner requires the following additional insurance:

None required at this time.
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
(Please type)

TITLE: City Manager

Diane Fowler - City Clerk

Amy Myers, Esq. - City Attorney (as to form only)

CONTRACTOR:
Royal American Construction Co, Inc.

ATTEST:

BY: __________________________

NAME: ________________________
(Please Type)

ADDRESS: 1002 W. 23rd St., Ste. 400 Panama City, FL 32405

END OF SECTION 00050
CONSENT AGENDA
ITEM #9,
ORDER
CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH

IN RE: REQUEST FOR HEIGHT INCREASE BASED ON INCENTIVES
Submitted by Continental Group Inc.
PARCEL NO. 34792-000-000
PROPERTY LOCATED AT 11827 FRONT BEACH ROAD
PANAMA CITY BEACH, FLORIDA

ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, being fully advised in the premises and having held a public, legislative hearing on this matter on December 10, 2015, hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Upon original application of Continental Group Inc., agent for Corr Properties I, LLC, the owner of 1.674 acres of real property located at 11827 Front Beach Road, requesting approval of a building height increase based on incentives pursuant to Sections 4.02.02E and Table 7.02.03 of the City's Land Development Code, the City’s Planning Board held a properly advertised public hearing to consider the request on November 9, 2015. At the conclusion of the hearing, the Board unanimously recommended approval of the request to permit a maximum building height of 220' for the proposed development, which recommendation was incorporated into the Planning Board’s Order dated November 20, 2015.

2. The City Council held a properly advertised public hearing on the request on December 10, 2015, which the Applicant did attend.

3. The Applicant’s Engineer and Architect presented drawings of a proposed condominium (the “Development”) featuring twelve design modifications to implement various conditions and public benefits in order to demonstrate the proposed development’s eligibility for the height increases. The Applicant’s Engineer and Architect stated the Applicant was prepared to implement all twelve design modifications to gain the
additional 70’ in building height for the Development.

CONCLUSIONS OF LAW

4. Pursuant to Sections 4.02.02E of the City’s Land Development Code, the City Council has jurisdiction to conduct a public hearing on this matter and determine whether the request should be granted.

5. The proposed height increase request complies with all procedural requirements of the City’s Land Development Code.

6. The public benefit to arise from the proposed design modifications outweighs the benefits of strict compliance with the City’s height design guidelines, because the proposed design modifications, singly and in the aggregate, will promote the public health, safety and welfare; achieve additional light, air and human scale in development; improve the attractiveness of development for residents, tourists and investors; and attract and maintain appropriate densities to improve mobility and generate economic activity.

THEREFORE, IT IS ORDERED AND ADJUDGED that the request is hereby APPROVED and the maximum building height for the Development shall be increased from 150’ to 220’ based on and subject to the following conditions, as such are also described and illustrated in Exhibit A attached and incorporated herein, to wit:

a. Impervious surface for the Development is reduced by 25% of the maximum amount permissible to achieve benefit of green development.

b. Fifty percent or more of the parking spaces required for the project shall be covered by a green roof to achieve benefit of green development. Any roof used to shade or cover parking must have an SRI of at least 29, be a vegetated green roof or be covered by solar panels that produced energy used to offset a nonrenewable resource use.

c. Ninety percent or more of the landscaping for the project outside the building shall use Florida Friendly Plants to achieve a benefit of green development.

d. Outdoor landscaping irrigation shall rely exclusively on non-potable water to achieve a benefit of green development.
e. The development’s skyline shall feature a stepped parapets to provide a recognizable top as an architectural amenity.

f. Sidewalks required for the Development adjacent to Front Beach Road shall be covered by permanent canopies, galleries and arcades having a minimum width of six (6) feet.

g. The Development shall have a recognizable base at ground level consisting of the lesser of 15 feet or one story with a minimum width of 25% greater than the required width of the stories above the lesser of 120 feet or 10 stories, in accordance with LDC Section 7.02.03.H and Table 7.02.03.I.

h. The Development shall include a 40’ wide by 20’ tall entryways at the front of the building in line with the landscape and urban furniture of the streetscape.

i. The Development shall feature sidewalks along the building façade and entryways enhanced with landscaping, landscape planters or wing walls, structural or vegetative shading features and benches or other seating components to exceed the minimum streetscape requirements of the Front Beach Road Streetscape Design Guidelines Manual.

j. The Development shall provide a permanent ground level opening and view window in the building measuring at least 40’ in width and 20’ in height with the bottom being at or below street level. The view window may be open or enclosed with transparent glass. The combination of plantings, improvements, furnishings and other visual obstructions shall not result in more than thirty percent opacity measured between the Street elevation and ten feet above Street elevation.

k. The Development shall include identifiable and accessible public restrooms provided between the Gulf and Front Beach Road, consisting of men’s and women’s restrooms with at least three commodes and one sink in each, to be maintained by the Applicant or by an Association or other entity created to manage and maintain the Development.

l. The Development shall include a 10’ wide boardwalk beginning at Front Beach Road and extending to the erosion control line. Concurrent with the submittal for a Development Order of the Development’s construction, the Applicant or his successor in interest shall dedicate a 10’ beach access easement to the City extending from Front Beach Road to the waters of the Gulf of Mexico.

m. The portions of the buildings receiving height incentives shall be subject to the additional setbacks requirements established in Table 4.02.02A and section 7.02.03H.

n. Upon breach of one or more of the conditions set forth in this Order, the City shall notice the then current property owner of the violation and give a reasonable opportunity to cure the violation.
Thereafter, the City Manager may revoke this Height Increase Approval for violation of the condition imposed that materially eliminated the public benefit on which the height increase was based. This can be done at any point in time after expiration of the time to cure.

o. The height increase contemplated by this Order shall be deemed abandoned and of no further force and effect if not used and acted upon in a real and substantial way by the Applicant or the Applicant's successor in interest on or before December 31, 2016.

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 __________________, 2016.

________________________________________
MAYOR GAYLE F. OBERST

ATTEST:

________________________________________
DIANE FOWLER, CITY CLERK
REGULAR AGENDA

ITEM #1,

BOYS & GIRLS CLUB
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Zack Joyner

HAS GIVEN EXCEPTIONAL SERVICE
TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

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

Presented this 14th of January, 2016

MAYOR GAYLE F. OBERST
REGULAR AGENDA
ITEM #2,
ORDINANCE 1372
ORDINANCE NO. 1372

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 Statutes; and

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request, conducted a public hearing on November 9, 2015, and recommended approval; and

WHEREAS, on January 14, 2016, the City Council conducted a properly noticed hearing to consider the schedule of Capital Improvements, and adopted this Ordinance in the course of that hearing.

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

SECTION 1. The attached Capital Improvements Schedule for planning improvements within the years 2015 through 2020 is hereby adopted.

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

Ordinance No. 1372
Page 1 of 2
SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to
the extent of such conflict.

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

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

ATTEST:

Diane Fowler, City Clerk

Gayle F. Oberst, Mayor

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

POSTED AT www.pebgov.com on ________________________________

Diane Fowler, City Clerk

Ordinance No. 1372
Page 2 of 2
## City of Panama City Beach FY 15/16

### CAPITAL IMPROVEMENTS SCHEDULE

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<thead>
<tr>
<th>Traffic Circulation</th>
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- Public transit system
- Pedestrian improvements
- Landscaping
- Streetscaping

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<td>System Extension Loops Utility</td>
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<td>$1,025,000</td>
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<td><strong>Stormwater</strong></td>
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<td>32</td>
<td>Stormwater Improvements</td>
<td>Stormwater Utility Assessments</td>
<td>$223,405</td>
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<td><strong>Prop. Share Projects</strong></td>
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<td>1</td>
<td>US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue (needed to meet future demand) Seahaven Prop. Share</td>
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<td>$300,000 based on trip triggers</td>
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<td>2</td>
<td>US 98-Hill Rd. 6-laning (needed to meet future demand) Seahaven Prop. Share</td>
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<td>$1,350,000 (trip triggers)</td>
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<td>3</td>
<td>US 98-Clara Ave. 6-laning (needed to meet future demand) Seahaven Prop. Share</td>
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<td>$7,350,000 (trip triggers)</td>
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<td>4</td>
<td>PD&amp;E for US 98 from SIR 79 to Thomas Drive byover (needed to meet future demand) Seahaven Prop. Share</td>
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<td>$2,000,000 (trip triggers)</td>
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<td>Prop. Share Projects</td>
<td>Funding Source</td>
<td>Current Status</td>
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<td>JTS for US 98 from Phillips inlet to Thomas Dr. Bridge (needed to meet future demand)</td>
<td>Seahaven Prop Share</td>
<td>$1,000,000 (trip triggers)</td>
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<tr>
<td>Hill Rd. Improvements (needed to meet future demand)</td>
<td>Seahaven Prop Share</td>
<td>$1930,766 (trip triggers)</td>
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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 2015-2016 Work Plan.

3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 15/16 is approximately $8,690,000.

4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.
REGULAR AGENDA
ITEM #3,
ORDINANCE 1373
AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY WHICH IS CONTIGUOUS TO THE CITY OF PANAMA CITY BEACH, FLORIDA, UPON PETITION OF THE OWNERS OF SAID PROPERTY LOCATED AT 8752 THOMAS DRIVE AND 3011 JOAN AVENUE, NEAR THE NORTHWEST CORNER OF THE INTERSECTION OF JOAN AVENUE AND THOMAS DRIVE; SAID PARCELS CONTAINING 4.43 ACRES MORE OR LESS; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, Seahaven Construction LLC and Dennis Pledger, owners of real property in an unincorporated area of Bay County which is contiguous to this City, have filed a petition on the 24th day of September, 2015, praying that said real property, being more particularly described below, be annexed to this City, and

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

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

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

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

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

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

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

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

______________________________  Gayle F. Oberst, Mayor

ATTEST:

______________________________  Diane Fowler, City Clerk

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

______________________________  Mayor

PUBLISHED in the Panama City News-Herald on the _____ day of __________________, 2015 and the _____ day of __________________, 2016.

POSTED on pcbgov.com on the _____ day of __________________, 2015.

______________________________  Diane Fowler, City Clerk
ATTACHMENT TO ORDINANCE NO. 1373

SUBJECT PARCELS
3011 JOAN AVENUE

SUBJECT PARCEL
8752 THOMAS DR

THOMAS DR

JOAN AV

AGENDA ITEM #
PARCEL 1:
BEGIN AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 8, SUPPLEMENTAL PLAT 1920, ALSO KNOWN AS GOVERNMENT LOT 12 ACCORDING TO CHANGES DATED JUNE 17, 1916 AND ALSO KNOWN AS GOVERNMENT LOT 8 ACCORDING TO PLAT DATED JANUARY 29, 1902, SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY FLORIDA WITH THE NORTHERLY RIGHT OF WAY LINE OF THOMAS DRIVE (STATE ROAD NO. 392, A 100 FOOT RIGHT OF WAY); THENCE NORTH 52°44'23" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 243.73 FEET; THENCE NORTH 37°15'37" EAST FOR 215.00 FEET; THENCE SOUTH 52°44'23" EAST FOR 80.77 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 8; THENCE SOUTH 00°05'57" WEST ALONG SAID EAST LINE FOR 269.78 FEET TO THE POINT OF BEGINNING. sm/cck

PARCEL A:
COMMENCE AT THE POINT OF INTERSECTION OF THE WEST R/W LINE OF JOAN AVENUE (STATE ROAD NO. S-30-B) AND THE NORTHEASTERN R/W LINE OF THOMAS DRIVE (STATE ROAD NO. 392) AND THENCE RUN N 52°44'23" W ALONG SAID NORTHEASTERN R/W LINE OF THOMAS DRIVE FOR 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 52°44'23" W ALONG SAID R/W LINE FOR 207.59 FEET TO A POINT ON THE WESTERN BOUNDARY LINE OF ORIGINAL GOVERNMENT LOT 7 IN FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE N 00°05'27" E ALONG SAID WESTERN BOUNDARY LINE FOR 250.00 FEET; THENCE S 52°40'46" E FOR 182.34 FEET; THENCE S 00°01'05" W FOR 100.00 FEET; THENCE S 52°44'23" E FOR 25.00 FEET; THENCE S 00°01'05" W FOR 150.00 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA. sm/cck

PARCEL B:
COMMENCE AT THE POINT OF INTERSECTION OF THE WEST R/W LINE OF JOAN AVENUE (STATE ROAD NO. S-30-B) AND THE NORTHEASTERN R/W LINE OF THOMAS DRIVE (STATE ROAD NO. 392) AND THENCE N 00°01'05" E ALONG SAID WEST R/W LINE OF JOAN AVENUE FOR 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°01'05" E ALONG SAID R/W LINE FOR 250.00 FEET; THENCE S 78°57'55" W FOR 269.38 FEET TO A POINT ON THE WEST BOUNDARY LINE OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE S 52°40'46" E FOR 182.34 FEET; THENCE S 00°01'05" W FOR 100.00 FEET; THENCE S 52°44'23" E FOR 150.00 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA. sm/cck

PARCEL D:
COMMENCE AT THE POINT OF INTERSECTION OF THE WEST R/W LINE OF JOAN AVENUE (STATE ROAD NO. S-30-B) AND THE NORTHEASTERN R/W LINE OF THOMAS DRIVE (STATE ROAD NO. 392); THENCE N 00°01'05" E ALONG SAID WEST R/W LINE OF JOAN AVENUE FOR 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°01'05" E ALONG SAID WEST R/W LINE FOR 320.00 FEET; THENCE S 85°57'50" W FOR 264.71 FEET TO THE WEST LINE OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE S 00°05'42" W ALONG SAID WEST LINE OF ORIGINAL GOVERNMENT LOT 7 FOR 250.02 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1105, PAGE 1968 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE S 78°57'55" E FOR 269.38 FEET TO THE POINT OF BEGINNING. sm/cck

EXHIBIT "A"
ORD. 1373

AGENDA ITEM #
REGULAR AGENDA
ITEM #4,
ORDINANCE 1374
ORDINANCE NO. 1374

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS "THE 2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; ACTING UPON THE APPLICATION OF SEAHAVEN CONSTRUCTION LLC AND DENNIS PLEDGER; DESIGNATING FOR TOURIST LAND USE CERTAIN PARCELS OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 4.43 ACRES; SAID PARCELS LOCATED AT 8752 THOMAS DRIVE AND 3011 JOAN AVENUE, NEAR THE NORTHWEST CORNER OF THE INTERSECTION OF JOAN AVENUE AND THOMAS DRIVE, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR TOURIST DESIGNATION FOR THE PARCELS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

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

WHEREAS, the owners of the voluntarily annexed parcels, Seahaven Construction LLC and Dennis Pledger (the "Applicants"), have requested that the
parcels be designated as "Tourist;" and

WHEREAS, the Panama City Beach Planning Board reviewed the land use change request, conducted a public hearing on November 9, 2015, and recommended approval of the foregoing designation by a vote of 6-0; and

WHEREAS, the Applicants and the City have agreed that the parcels should be designated "Tourist;" and

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

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

__________________________
Gayle F. Oberst, Mayor

ATTEST:

__________________________
Diane Fowler, City Clerk

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

__________________________
Gayle F. Oberst, Mayor
PUBLISHED in the Panama City News-Herald on the _____ day of ____________, 2015.

POSTED on pcbgov.com on the _____ day of ____________, 2015.

Diane Fowler, City Clerk
PARCEL 1:
BEGIN AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 8, SUPPLEMENTAL PLAT 1920, ALSO KNOWN AS GOVERNMENT LOT 12 ACCORDING TO CHANGES DATED JUNE 17, 1916 AND ALSO KNOWN AS GOVERNMENT LOT 8 ACCORDING TO PLAT DATED JANUARY 29, 1902, SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY FLORIDA WITH THE NORTHERLY RIGHT OF WAY LINE OF THOMAS DRIVE (STATE ROAD NO. 392, A 100 FOOT RIGHT OF WAY); THENCE NORTH 52°44'23" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 243.73 FEET; THENCE NORTH 37°15'37" EAST FOR 215.00 FEET; THENCE SOUTH 52°44'23" EAST FOR 80.77 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 8; THENCE SOUTH 00°05'57" WEST ALONG SAID EAST LINE FOR 269.78 FEET TO THE POINT OF BEGINNING. sm/ck

PARCEL A:
COMMENCE AT THE POINT OF INTERSECTION OF THE WEST R/W LINE OF JOAN AVENUE (STATE ROAD NO. S-30-B) AND THE NORTHEASTERN R/W LINE OF THOMAS DRIVE (STATE ROAD NO. 392) AND THENCE RUN N 52°44'23" W ALONG SAID NORTHEASTERN R/W LINE OF THOMAS DRIVE FOR 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 52°44'23" W ALONG SAID R/W LINE FOR 207.59 FEET TO A POINT ON THE WESTERN BOUNDARY LINE OF ORIGINAL GOVERNMENT LOT 7 IN FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE N 00°00'52" E ALONG SAID WESTERN BOUNDARY LINE FOR 250.00 FEET; THENCE S 52°40'46" E FOR 182.34 FEET; THENCE S 00°01'05" W FOR 100.00 FEET; THENCE S 52°44'23" E FOR 25.00 FEET; THENCE S 00°01'05" W FOR 150.00 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA. sm/ck

PARCEL B:
COMMENCE AT THE POINT OF INTERSECTION OF THE WEST R/W LINE OF JOAN AVENUE (STATE ROAD NO. S-30-B) AND THE NORTHEASTERN R/W LINE OF THOMAS DRIVE (STATE ROAD NO. 392); THENCE N 00°01'05" E ALONG SAID WEST R/W LINE OF JOAN AVENUE FOR 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°01'05" E ALONG SAID R/W LINE FOR 250.00 FEET; THENCE N 78°57'55" W FOR 269.38 FEET TO A POINT ON THE WEST BOUNDARY LINE OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE S 52°40'46" E FOR 182.34 FEET; THENCE S 00°01'05" W FOR 100.00 FEET; THENCE S 52°44'23" E FOR 150.00 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA. sm/ck

PARCEL D:
COMMENCE AT THE POINT OF INTERSECTION OF THE WEST R/W LINE OF JOAN AVENUE (STATE ROAD NO. S-30-B) AND THE NORTHEASTERN R/W LINE OF THOMAS DRIVE (STATE ROAD NO. 392); THENCE N 00°01'05" E ALONG SAID WEST R/W LINE OF JOAN AVENUE FOR 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°01'05" E ALONG SAID WEST R/W LINE FOR 320.00 FEET; THENCE S 85°57'50" W FOR 264.71 FEET TO THE WEST LINE OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE S 00°05'42" W ALONG SAID WEST LINE OF ORIGINAL GOVERNMENT LOT 7 FOR 250.02 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1105, PAGE 1968 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE S 78°57'55" E FOR 269.38 FEET TO THE POINT OF BEGINNING. sm/ck
REGULAR AGENDA
ITEM #5,
ORDINANCE 1375
ORDINANCE NO. 1375

AN ORDINANCE ZONING AS COMMERCIAL HIGH INTENSITY (CH) THOSE CERTAIN PARCELS OF LAND ANNEXED TO AND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA CONTAINING APPROXIMATELY 4.43 ACRES AND LOCATED AT 8752 THOMAS DRIVE AND 3011 JOAN AVENUE, NEAR THE NORTHWEST CORNER OF THE INTERSECTION OF JOAN AVENUE AND THOMAS DRIVE, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

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

WHEREAS, the owners of the voluntarily annexed parcels, Seahaven Construction LLC and Dennis Pledger, have requested that said parcels, being more particularly described below, be zoned as shown below; and

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

WHEREAS, the Panama City Beach Planning Board reviewed the proposed zoning change, conducted a public hearing on November 9, 2015, and recommended approval; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on ________________, the City found the requested change to be consistent with the currently applicable Comprehensive Growth
NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

Section I. The following described parcels of real property situate within the municipal limits of the City of Panama City Beach, Florida, are zoned Commercial High Intensity (CH).

SEE EXHIBIT "A" ATTACHED HERETO

And the City's zoning map is amended accordingly

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

Section 3. This ordinance shall take effect immediately upon passage, and the land use changes herein shall take effect upon, and only upon, adoption by the City Council of Ordinance No. 1374 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

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

__________ Gayle F. Oberst, Mayor

ATTEST:

__________ Diane Fowler, City Clerk
EXAMINED AND APPROVED by me this ___ day of __________, 2016.

___________________________
Gayle F. Oberst, Mayor

PUBLISHED in the Panama City News-Herald on the ___ day of __________, 2015.

POSTED on pcbgov.com on the ___ day of __________, 2015.

___________________________
Diane Fowler, City Clerk
PARCEL 1:
BEGIN AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 8, SUPPLEMENTAL PLAT 1920, ALSO KNOWN AS GOVERNMENT LOT 12 ACCORDING TO CHANGES DATED JUNE 17, 1916 AND ALSO KNOWN AS GOVERNMENT LOT 8 ACCORDING TO PLAT DATED JANUARY 29, 1902, SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY FLORIDA WITH THE NORTHERLY RIGHT OF WAY LINE OF THOMAS DRIVE (STATE ROAD NO. 392, A 100 FOOT RIGHT OF WAY); THENCE NORTH 52°44'23" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 243.73 FEET; THENCE NORTH 37°15'37" EAST FOR 215.00 FEET; THENCE SOUTH 52°44'23" EAST FOR 80.77 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 8; THENCE SOUTH 00°05'57" WEST ALONG SAID EAST LINE FOR 269.78 FEET TO THE POINT OF BEGINNING.

PARCEL A:
COMMENCE AT THE POINT OF INTERSECTION OF THE WEST R/W LINE OF JOAN AVENUE (STATE ROAD NO. S-30-B) AND THE NORTHEASTERN R/W LINE OF THOMAS DRIVE (STATE ROAD NO. 392) AND THENCE RUN N 52°44'23" W ALONG SAID NORTHEASTERN R/W LINE OF THOMAS DRIVE FOR 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 52°44'23" W ALONG SAID R/W LINE FOR 207.59 FEET TO A POINT ON THE WESTERN BOUNDARY LINE OF ORIGINAL GOVERNMENT LOT 7 IN FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE N 00°01'05" W ALONG SAID WESTERN BOUNDARY LINE FOR 250.00 FEET; THENCE S 52°40'46" E FOR 182.34 FEET; THENCE S 00°01'05" W FOR 100.00 FEET; THENCE S 52°44'23" E FOR 25.00 FEET; THENCE S 00°01'05" W FOR 150.00 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA.

PARCEL B:
COMMENCE AT THE POINT OF INTERSECTION OF THE WEST R/W LINE OF JOAN AVENUE (STATE ROAD NO. S-30-B) AND THE NORTHEASTERN R/W LINE OF THOMAS DRIVE (STATE ROAD NO. 392) AND THENCE N 00°01'05" E ALONG SAID WEST R/W LINE OF JOAN AVENUE FOR 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°01'05" E ALONG SAID R/W LINE FOR 250.00 FEET; THENCE N 78°57'55" W FOR 269.38 FEET TO A POINT ON THE WEST BOUNDARY LINE OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE S 52°40'46" E FOR 182.34 FEET; THENCE S 00°01'05" W FOR 100.00 FEET; THENCE S 52°44'23" E FOR 150.00 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA.

PARCEL D:
COMMENCE AT THE POINT OF INTERSECTION OF THE WEST R/W LINE OF JOAN AVENUE (STATE ROAD NO. S-30-B) AND THE NORTHEASTERN R/W LINE OF THOMAS DRIVE (STATE ROAD NO. 392); THENCE N 00°01'05" E ALONG SAID WEST R/W LINE OF JOAN AVENUE FOR 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°01'05" E ALONG SAID WEST R/W LINE FOR 320.00 FEET; THENCE S 85°57'50" W FOR 264.71 FEET TO THE WEST LINE OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 6, TOWNSHIP 4 SOUTH, RANGE 15 WEST; THENCE S 00°05'42" W ALONG SAID WEST LINE OF ORIGINAL GOVERNMENT LOT 7 FOR 250.02 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1105, PAGE 1968 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE S 78°57'55" E FOR 269.38 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
REGULAR AGENDA
ITEM #6,
ORDINANCE 1377
ORDINANCE NO. 1377

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO PARKING ON THE SHOULDER OF A SCENIC CORRIDOR AFTER DARK; CLARIFYING THE DEFINITION OF AFTER DARK TO REFER TO THE TIMES FOR SUNSET AND SUNRISE AS PUBLISHED BY THE US NAVY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance §22 - 24 of the Code of Ordinances of the City of Panama City Beach, related to Traffic and Motor Vehicles is amended to read as follows:

Section 22-24. Parking on shoulder of ROW after dark prohibited.
No vehicle shall be parked, stopped or allowed to stand on an unmarked or unpaved portion of any right of way of any Scenic Corridor in the City after dark. Offending vehicles may be removed by the City and stored at the owner's expense. For purposes of this section, "after dark" shall mean from one-half hour after sunset until one-half hour before sunrise as established by the times are published listed by the U.S. Naval Observatory, Astronomical Applications Department1 any local publication or governmental website. This provision shall not apply to vehicles parked or stopped on an unmarked or unpaved portion of a right of way in the event of an emergency or at the direction of a law enforcement officer.

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

1 As of the effective date of this Ordinance, the times are published by the US Navy at aa.usno.navy.mil/data.
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 ________________, 201__.

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

EXAMINED AND APPROVED by me this _____ day of ________________, 201__.

______________________________
MAYOR

Published in the ________________ on the ____ day of ________ , 201__.

Posted on pcbgov.com on the ___ day of ________________ , 201__.


Ordinance 1377
Page 2 of 2

AGENDA ITEM #
REGULAR AGENDA

ITEM #7,

ORDINANCE 1378
ORDINANCE NO. 1378

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES RELATED TO THE CONSUMPTION OF ALCOHOL IN PUBLIC PLACES; CLARIFYING THAT A PERSON MUST HAVE A GOVERNMENT ISSUED ID IN HIS OR HER IMMEDIATE POSSESSION AND AVAILABLE FOR IMMEDIATE PRESENTATION WHEN POSSESSING OR CONSUMING ALCOHOL ON THE SANDY GULF BEACH; REVISING THE DEFINITION OF SANDY BEACH TO INCLUDE ALL LOOSE SANDY AREAS BETWEEN THE WATERS OF THE GULF OF MEXICO AND THE NEAREST PAVED ROAD; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on October 23, 2014, the City adopted Ordinance 1321 requiring persons possessing or consuming alcohol on the sandy gulf beach to simultaneously possess a government issued ID; and

WHEREAS, the City desires to clarify the ordinance to require the possession of ID on the person of the person possessing or consuming alcohol on the beach, and to amend the definition of sandy gulf beach to boundaries more easily identified and understood by the public.

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 3-2 of the Code of Ordinances of the City of Panama City Beach, related to alcohol consumption in public places is amended to read as follows:

Sec. 3-2. Consumption of alcoholic beverages in rights-of-way, public parking lots, and public ponds and stormwater facilities prohibited; identification required on sandy beach; civil penalties.

(a) It shall be unlawful for any person to drink or otherwise consume any alcoholic beverage or substance within the rights-of-way of streets, highways, avenues or other similar ways, within the City.

(b) It shall be unlawful for any person to drink or otherwise consume any alcoholic beverage or substance within the confines of any public parking lot located within the City. "Public parking lot" shall mean a parking lot owned or leased, and maintained, by a public body or governmental agency.

(c) It shall be unlawful for any person to possess or consume any alcoholic beverage on the premises of a public pond or public stormwater facility and on any publicly owned parcel of real property used predominantly for a public pond or public stormwater facility. "Public pond or public stormwater facility" shall
mean a pond or stormwater facility owned, leased or maintained by a public body or governmental agency, as well as all associated walkways, trails, benches, greenspace, and similar features.

(d) It shall be unlawful for any person to possess or consume any alcoholic beverage on the sandy gulf beach of the Gulf of Mexico, within the City limits, without having in his or her immediate possession simultaneously possessing a government issued photo ID disclosing their name, address and age to immediately present upon the demand of law enforcement. For purposes of this section, "sandy gulf beach" shall mean all loose or uncompacted sandy area, including sand dunes and vegetated area, lying between the waters of the Gulf of Mexico and the seaward boundary of the seaward most paved roadway the beach seaward of the dune line or building line, whichever is more landward.

(e) The City finds that a violation of this section presents a serious threat to the public health, safety and welfare which is irreparable and irreversible and of an itinerant or transient nature. Therefore, and pursuant to Florida Statutes Chapter 162, Part II, the City hereby establishes and imposes the following civil infraction penalties. Each violation shall constitute a separate, civil infraction punishable by a civil penalty in the amount specified below:

First violation: $50.
Second violation: $100.
Third and all subsequent violations of: $200, and as otherwise provided by law. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.

A person who does not contest a violation shall be subject to a civil penalty in the following amount which may be paid directly to the City Clerk:

First violation: $25.
Second violation: $50.
Third and all subsequent violations: $150, and as otherwise provided by law. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.

Violations may be enforced by the issuance of a civil citation by a sworn police officer of the City who has reasonable cause to believe that a person has violated this section. All sworn police officers of the City shall be considered code enforcement officers for the purpose of enforcing this section. A citation issued under this section may be contested in the county court for Bay County, Florida. The civil citation shall contain the matters specified in § 162.21 Florida Statutes (2013), or subsequent, superseding legislation, in form approved by the Chief of Police. Any person who willfully refuses to sign and accept a citation issued pursuant to this section shall be guilty of a misdemeanor of the second degree, punishable as provided in §§ 162.21(6), 775.082 & 775.063, Florida Statutes or subsequent, superseding legislation.

The civil penalties established in this section shall always be cumulative and in addition to any other civil or criminal penalties available for a violation of this section of the Panama City Beach Code of Ordinances, including the general penalty and terms set forth in Section 1-12, and also cumulative and in addition to any requirements, proscriptions and civil or criminal penalties under state law.

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 ____________,
201__.

____________________________
MAYOR

ATTEST:

____________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________,
201__.

____________________________
MAYOR

Published in the ____________________ on the ___ day of ____, 201__.

Posted on pcbgov.com on the ___ day of ____________, 20__.
REGULAR AGENDA
ITEM #8,

RESOLUTION 16-31
RESOLUTION 16-31

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S PERSONNEL POLICIES TO UPDATE THE CITY’S WORKER’S COMPENSATION AND INCIDENT AND ACCIDENT REPORTING PROCEDURES; ESTABLISHING REPORTING AND INVESTIGATION PROCEDURE FOR ACCIDENTS AND INJURIES INVOLVING CITY EMPLOYEES OR VEHICLES, AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE POLICY; ESTABLISHING A REPORTING PROCEDURE FOR CITIZENS TO SUBMIT CLAIMS FOR ACCIDENTS OR INJURIES INVOLVING A CITY EMPLOYEE OR VEHICLE; PROVIDING FOR RECORD KEEPING; REPEALING ALL POLICIES OR RESOLUTIONS OR PARTS OF POLICIES OR RESOLUTIONS IN CONFLICT HEREBITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the Drug and Alcohol Policy attached and incorporated herein as Exhibit A to this Resolution, is hereby adopted.

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

THIS RESOLUTION shall take effect on ____________________.

PASSED, APPROVED, AND ADOPTED in regular session this ___ day of ____________________, 201__.

CITY OF PANAMA CITY BEACH

__________________________
GAYLE F. OBERST, MAYOR

ATTEST:

__________________________
DIANE FOWLER, CITY CLERK
MEMORANDUM

TO: CITY COUNCIL
CC: MARIO GISBERT, CITY MANAGER
FROM: DIANE FOWLER
DATE: 01/07/2016

SUBJECT: WORKMAN’S COMPENSATION POLICY

There were minor changes to the Workman’s Compensation policy consisting of updating contact information, creating a digital copy of all related forms, and adding and updating current care providing facilities. A checklist has been created to assist supervisors during after hour situations and a coversheet developed to let the care facility know the employee is being seen for a drug test and possibly for care due to a work-related issue and is authorized by the City and the Workman’s Compensation Insurance provide to receive this care and test.

Staff recommends approval of the updated policy as presented.
WORKMAN'S COMPENSATION AND
INCIDENT AND ACCIDENT
REPORTING PROCEDURES

Revised January 2016

Exhibit A

AGENDA ITEM #
SECTION 1 Scope

These procedures apply to employees in all departments and divisions of the City of Panama City Beach.

Property owned by, or in the custody of, City of Panama City Beach is covered by the City’s Insurance Programs. Employees' personal property in vehicles or buildings is the responsibility of the employee.

It is recognized that there will be situations that require a deviation from these procedures. They are intended as guidelines and detail only the minimum steps required to avoid financial penalties. It is important that all deadlines be adhered to.

SECTION 2 Incident/Accident Reporting & Investigation Policy

An incident/accident is any event that results in or has the potential to result in an injury to City personnel or damage to City property. Public liability is an incident/accident for which the City may be responsible due to a condition created by the City or by the action of a City employee. When an incident/accident involving City employees, property or liability does occur, the employee is to report the event to their supervisor immediately after occurrence of the incident. This is to include minor injury and property damage as well as public liability incidents. The importance of reporting each and every incident in a timely manner cannot be over emphasized. Even if an incident/accident/injury seems minor at the time of occurrence, it can develop into something more serious at a later date. If the incident is documented, it will be much easier to process the claim at the appropriate time.

Supervisors and/or supervisor designees are responsible for insuring that all employees are notified of their responsibility to report ALL incidents/accidents/injuries as they occur and the proper procedures to follow. Supervisor and/or supervisor designees are responsible to ensure that ALL employees involved in reportable accidents/injuries are sent for a drug screen.

Supervisors and/or supervisor designee are expected to investigate all incidents/accidents. The information attained during the investigation will be used to determine the conditions, circumstances, and events leading up to and causing the incident or accident.

The Safety Team Member will be available to assist the respective supervisor and or supervisor’s designee in the investigation if needed. Incident/accident or a substantial property damage that occurs after normal business hours, the respective supervisor and/or supervisor designee should contact their Department Head.

Discussion of the reported incidents/accidents/injuries/illnesses will take place at the City Safety Advisory Committee Meeting for review of cause and recommendations will
be issued in an effort to prevent recurrence. It is beneficial for incident/accident reports within a department to be discussed at department level safety meetings.

SECTION 3 Workers' Compensation (Employee Injury or Illness) Reporting Procedures

Report the incident/accident/injury to Workmen's Compensation (Florida League of Cities) immediately by telephone (877-676-3890) in order for employee to be given the proper medical attention by an appropriate medical provider.

ANY employee involved in the accident/injury must receive a drug screen. Supervisor and/or supervisor designee is responsible for calling the respective medical clinic and/or hospital to arrange for this drug screen and in cases of minor injuries the employee is required to complete and take the Post Accident Drug Screening Form to the clinic.

Medical Providers:

Emergency Care:

AMBULANCE

Bay Medical Center - 24 Hrs Service
615 N. Bonita Avenue
Panama City, Florida 32402

Primary Medical Provider (during normal business hours)

Go Doctors
8811 Front Beach Road
Panama City Beach, Florida 32407

Bay Medical Center
11111 PC Beach Parkway
Panama City Beach, Florida 32407

Drug test ONLY (no injury)

Arcpoint Labs
2012 Lisenby Ave.
Panama City, FL 32405

(850) 640-0950

Using the information provided - The First Notice of Injury Report will be filed by the supervisor and/or supervisor designee with the workers' compensation claims servicing company. The First Notice of Injury is required by the State of Florida within seven days
of injury or the City will sustain a $500.00 financial penalty which will be assessed back to the respective department/division.

Supervisors and/or supervisor designees should investigate the incident/accident, complete the necessary forms and forward to the HR Director and Safety Coordinator within 48 hours.

If the accident/incident results in an employee exposure to bodily fluids or other potentially infectious materials, contact the Fire Department immediately for assistance in handling the incident to ensure the health and safety of the employee and that the Blood borne Pathogen Exposure Control Plan as described in Part XVIII, pg 59 of the Safety Manual is followed.

If the employee is absent from work due to the injury, the supervisor and/or supervisor designee must insure that the absence is authorized by a physician. All periods of disability must be documented by a medical notice from an authorized physician. The documentation provided to the employee by the authorized physician is to be forwarded to the HR Director/Florida League of Cities.

Injured employees must have a return-to-work release from their physician before they can be allowed to resume any job duties. Review the release carefully and follow any work restrictions indicated by the physician. Notify HR/Florida League of Cities and your immediate Departmental Head immediately and forward a copy of the release to HR/Florida League of Cities.

The injured worker should contact HR/Florida League of Cities with any question for medical needs during the course of their injured status.

SECTION 4 Vehicle Accident Reporting Procedures

Supervisor and/or supervisor designee should respond to and investigate all vehicle incidents/accidents that result in damage to fleet equipment, complete Vehicle Incident/Accident Report and forward to the Department Head immediately for further review and handling. Report form should be forwarded to HR/Florida League of Cities, with a copy to the City Manager and Safety Coordinator.

Should the supervisor and/or supervisor designee feel the severity of the accident requires assistance they should contact the Superintendent or if after normal business hours contact Department Head.

If the incident/accident involves a citizen, and if the citizen is injured, the City employee should offer to call an ambulance, and if the person is incapacitated or unconscious, then the employee should call an ambulance.
Secure the area, equipment and personnel from further injury or damage.
Notify the appropriate law enforcement authority: (911 for all depending on location)

Bay County Sheriff's Office
Lynn Haven Police Department 911
Panama City Police Department 911
Panama City Beach Department 911
Parker Police Department 911
Springfield Police Department 911
Florida Highway Patrol 911

SECTION 5  Citizen Claims / Public Liability Reporting Procedures

Public liability is defined as an incident or accident for which the City may be responsible due to a condition created by the City or by the action of a City employee.

No indication or commitment should be made that the City assumes liability.

Citizen Claims should be reported immediately to your immediate Supervisor. Citizen Claim Form has been established to assist in reporting third party liability claims to Human Resources/Florida League of Cities. Forms will be sent to the Human Resources/Florida League of Cities with a copy to the Safety Coordinator.

SECTION 6  City of Panama City Beach Property Losses

City property that is damaged or lost should be reported to your immediate Supervisor by completing the form - Property Loss or Damage Report.

SECTION 7  Record Keeping

Records provide the information that enables Management and the Safety Team to determine where the accidents are occurring and the types of incidents/accidents that are most costly. By reviewing and analyzing this information on a monthly basis, management with the help of the Safety Team can direct its efforts in accident prevention by concentrating on the locations and the types of accidents causing the highest frequency so that control measures can be implemented.

Human Resources/Florida League of Cities shall keep on file for each department:

   Incidents/accident reports of injured workers
   Vehicle/Fleet claims
   Workers' Compensation claims

Supervisors and/or supervisor designees shall keep on file for each department:
Property and substance inventories and locations
Reports of exposure to toxic materials or harmful physical agents
Safety Audit
Safety Training Records

Incident/Accident reports will be kept current and reviewed monthly for trends

Attachments:
Workman's Compensation checklist
Panama City Beach Post Accident Drug Screening/Medical Care Authorization Form and cover sheet
Vehicle Incident/Accident Report
City of Panama City Beach Citizen Claim Reporting Form
Property Loss or Damage Report
WORKERS COMPENSATION CHECKLIST

_____ Determine if situation is a medical emergency or not.

_____ If an emergency exists, send employee directly to emergency room then call the Florida League of Cities at 877-676-3890 and report incident/injury and provide information for first report of injury immediately. Contact HR.

_____ If not an emergency, obtain enough information about the incident/accident as possible. Gather names of witnesses, phone numbers, date and time etc.

**** Fill out other reports as needed provided in the Workman's Compensation Incident/Accident reporting Procedures Policy*****

_____ Contact the Florida League of Cities at 877-676-3890 and complete the first report of injury. During business hours obtain a claim number and add to drug screen/medical care authorization form cover sheet.

_____ Fill out Post Accident Drug Screening/medical care authorization form and give to employee identifying where to get drug testing and medical care done.

_____ Contact HR via email or phone call and report everything accomplished.

***** Reporting is mandatory and should be accomplished as quickly as possible regardless if employee feels there is a need for medical attention or not.*****
CITY OF PANAMA CITY BEACH POST ACCIDENT DRUG SCREENING/MEDICAL CARE AUTHORIZATION FORM

Cover Sheet

The individual listed on the attached form is authorized to receive a drug screen and if applicable, medical care pursuant to an accident/injury presumed to be a result of a work related incident.

The associated workman's compensation claim number is #______________________________

If you have not received a workman's compensation claim number, please contact the Florida League of Cities immediately by telephone (877-676-3890) in order for employee to be given the proper medical attention by an appropriate medical provider.

If there are any questions regarding authorization or billing, please contact

Diane B. Fowler
110 S. Arnold Rd
Panama City Beach, FL 32407
850-233-5100 X2409 During business hours
850-890-6330 Cell after hours
CITY OF PANAMA CITY BEACH POST ACCIDENT DRUG SCREENING/MEDICAL CARE AUTHORIZATION FORM

GO DOCTORS
8811 Front Beach Rd
Panama City Beach, FL 32407
Mon-Fri 8am-5pm
850-234-8511
Or
2306 HWY 77
Panama City, FL 32407
850-763-9744

BAY MEDICAL CENTER
615 N Bonita Ave
Panama City Beach, FL 32401
24 hour Emergency Svs
850-769-1511

ARCPOINT LABS
2012 Lisenby Ave
Panama City, FL 32405
Mon-Fri 8am-4pm
850-640-0950

Or
2306 HWY 77
Panama City, FL 32407
850-763-9744

NAME: ____________________________________________________________

ADDRESS: __________________________________________________________

CITY: ______________________ STATE: ___________ ZIP: ________________

PHONE: ( ) ___________ Picture ID Required: Yes 24 Hour Time Frame: Yes

SS#: __________________________________________________________________

EMPLOYER: City of Panama City Beach, 110 South Arnold Road, Panama City Beach,
FL 32413

CONTACT: Diane Fowler (850) 233-5100, ext. 2409 or 850-890-6330 cell

Drug tested at: ___ Arcpoint Labs ___ Go Doctors ___ Bay Medical Center

These facilities use the eScreen Instacheck 5 panel screening system. This is a Post-
Accident Drug screen.

By signing below I give permission to be tested, and hold NO one responsible for a
positive result, except myself, who gave the urine sample.

****If you are taking any prescription medication, bring the bottles with you.
****Bring a Picture ID

DATE: ___________ TIME: ___________ AM/PM

Signature: ____________________________________________________________

Print Name: __________________________________________________________

AGENDA ITEM # 8
VEHICLE INCIDENT/ACCIDENT REPORT

In the event of a vehicle/fleet accident:

1. DO NOT discuss accident with anyone other than law enforcement or City Representative
2. DO NOT admit liability or fault
3. DO NOT state the City will take care of damages
4. DO NOT sign any documents w/o City Representation
5. SUPERVISOR COMPLETE and return this report to Human Resources/Florida League of Cities immediately

NAME OF CITY DRIVER: ___________________________ VEHICLE #: ___________________________

DEPT/DIV: ___________________________ DATE & TIME: ___________________________

LOCATION OF ACCIDENT: ___________________________

ESTIMATED COST OF REPAIR: (attach copy of Police Report) $ ___________________________

INFORMATION OF OTHER VEHICLE(S) (If applicable):

Name ___________________________ Address ___________________________

Vehicle Year, Make & Model ___________________________

License Plate Number ___________________________ Driver License Number ___________________________

WAS ANYONE INJURED?
INJURY TO CITY EMPLOYEE(S) - CALL SUPERVISOR

Driver/Employee _____ Yes _____ No Passenger(s) in City Vehicle _____ Yes _____ No

Name(s) ___________________________

Occupant(s) of Other Vehicle _____ Yes _____ No

Name(s) ___________________________

Pedestrian(s) _____ Yes _____ No Name(s) ___________________________

DESCRIPTION OF ACCIDENT (What happened, who was involved? What injuries or damage resulted? Did Police investigate?) ___________________________

AGENDA ITEM # _______
Vehicle Incident/Accident Report
Check "Yes" or "No"
1. Were driver's usual duties and usual route being followed at the time? _____Yes _____No
2. Did Weather or road conditions contribute to the accident? _____Yes _____No
3. Is there any evidence of need for further training? _____Yes _____No
4. Can driver attitude, courtesy, etc. be further improved? _____Yes _____No
5. Was driver properly using seat belt or similar protection against injury? _____Yes _____No
6. Is vehicle proper size, type, etc. for job being performed? _____Yes _____No
7. Would additional units or other accessories make operation easier and safer? _____Yes _____No
8. Did mechanical features or failures contribute to this accident? _____Yes _____No
9. Any evidence that vehicle is being misused, i.e., speed? _____Yes _____No
10. Any evidence that vehicle is not receiving proper service or maintenance? _____Yes _____No
11. Was vehicle overloaded, according to design capacity? _____Yes _____No
12. Was cargo properly distributed, secured; or passengers properly seated? _____Yes _____No
13. Can routing or scheduling of trips be improved? _____Yes _____No
14. Are parking and loading facilities adequate? _____Yes _____No
15. Could further driver action, within reason, have prevented the accident? _____Yes _____No

CAUSES OF ACCIDENTS
Accidents are caused by Driver Failure, Vehicle Failure and the Environment. In some cases all contribute to the accident. Often what seems to be the obvious cause is assumed to be the only cause. You should seek out all contributing factors. The driver should be interviewed and the actual scene of the accident visited when necessary to properly visualize conditions. The idea of investigation as a means of "fixing blame" should be minimized - The primary purpose should be preventive action.

Supervisor's Comments - Include action taken to prevent recurrence and/or plans for future action.

______________________________

WITNESS CONTACT
INFORMATION:

______________________________

SIGNATURE INVESTIGATOR/SUPERVISOR FILING REPORT: (Print & Sign)

______________________________

SIGNATURE DEPARTMENT DIRECTOR AND/OR DIVISION MANAGER: (Print & Sign)
CITY OF PANAMA CITY BEACH
Citizen Claim Reporting Form

Date and Time of Incident: ________________________________

Date and Time of Notification: ____________________________

NAME AND ADDRESS OF CITIZEN:
________________________________________________________________________

Home Phone: __________________ Business Phone: ________________

Location of Incident: ____________________________________________

Description of Incident: _________________________________________
________________________________________________________________________
________________________________________________________________________

Was City Property involved in Incident: ____________________________

Was City Employee(s) involved - Name & Emp I.D. #: ______________________

Names/Phone Numbers of any witnesses: _____________________________
________________________________________________________________________
________________________________________________________________________

Investigating Supervisor's Comments: ________________________________
________________________________________________________________________
________________________________________________________________________

Signatures: _________________________________________________________
________________________________________________________________________

Claim Taken by (Printed Name and Signature) Date

Investigating Supervisor and/or Designee (Printed Name and Signature) Date

Department Director or Superintendent (Printed Name and Signature) Date
PROPERTY LOSS OR DAMAGE REPORT

THIS FORM IS TO BE COMPLETED AND FORWARDED TO YOUR SUPERVISOR

PLEASE CHECK ONE: _____LOSS _____STOLEN _____DAMAGED

Department Division/Section __________________________ Name/Employee Employee ID #

Date/Time of Incident __________________________ Location of Incident

Property Description:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

City ID#: ________________________________________________

Make: __________________________ Model: __________________________ Year: ______

Estimated Loss: $__________ Pictures Attached: [ ] Yes [ ] No

Narrative: __________________________

________________________________________________________________________
________________________________________________________________________

Witness Information: (attach any witness statements)

Name: __________________________ Phone: __________________________

Address: __________________________

Name: __________________________ Phone: __________________________

Address: __________________________

Name: __________________________ Phone: __________________________

Address: __________________________

Signatures: (Print Name & Sign)

Investigating Supervisor/Supervisor Designee __________________________ Date

Department Head __________________________ Date

AGENDA ITEM # 8
REGULAR AGENDA
ITEM #9,
RESOLUTION 16-32
RESOLUTION 16-32

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S PERSONNEL POLICIES TO UPDATE DRUG AND ALCOHOL TESTING PROCEDURES; CONFIRMING THE CITY’S COMMITMENT TO PROMOTE A DRUG-FREE WORKPLACE; PROHIBITING THE CONSUMPTION OF ALCOHOL WHILE ON DUTY AND THE POSSESSION OF ALCOHOL ON CITY PREMISES AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE POLICY; PROHIBITING THE USE, POSSESSION OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY TIME AND ADDRESSING THE USE OF PRESCRIPTION DRUGS WHICH IMPACT SAFETY OR PERFORMANCE, AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE POLICY; PROVIDING FOR TESTING UPON REASONABLE SUSPICION AND THE EMPLOYMENT OF SAFETY SENSITIVE POSITIONS; SETTING FORTH TESTING METHODS AND PROCEDURES; LISTING THOSE POSITIONS DETERMINED TO BE SAFETY SENSITIVE; REPEALING ALL POLICIES OR RESOLUTIONS IN CONFLICT HEREWITH, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the Drug and Alcohol Policy attached and incorporated herein as Exhibit A to this Resolution, is hereby adopted.

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

THIS RESOLUTION shall take effect on _________________.

PASSED, APPROVED, AND ADOPTED in regular session this ___ day of __________________________, 201_.

CITY OF PANAMA CITY BEACH

GAYLE F. OBERST, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK
MEMORANDUM

TO: CITY COUNCIL
CC: MARIO GISBERT, CITY MANAGER
FROM: DIANE FOWLER
DATE: 01/07/2016

SUBJECT: DRUG AND ALCOHOL TESTING POLICY

The Drug and Alcohol Testing policy received many updates to define when and to whom the City is able to test both pre and existing employees based on safety sensitive positions. The policy spells out each circumstance requiring testing, defines the types of tests and procedures required, and provides an appeal process for a positive test result. The last few pages identify City safety sensitive positions and why the positions are defined as such.

Staff recommends approval of the updated policy as presented.
Panama City Beach Drug and Alcohol Policy

APPROVED BY THE PANAMA CITY BEACH CITY COUNCIL ON (DATE)

EFFECTIVE DATE:

LAST REVISION: 1/8/2016

PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free community, the City of Panama City Beach has established this policy on the use of illegal drugs and the abuse of alcohol or prescription drugs. This policy is established pursuant to the drug-free workplace program under Florida Workers' compensation Law, Fla. Stat. 440.101-1.102, the Florida Administrative Code, Chapter 38F-9 (2009 update 69L-9.015); the Florida Uniform Traffic Control Law, Fla. Stat. 316.302, the U.S. Department of Transportation Administration Controlled Substance Testing, 49 CFR Part 382, U.S. Department of Transportation Drug Testing Procedures, 49 CFR Part 40, as they currently exist and are subsequently amended.

The use of illegal drugs and the abuse of alcohol or prescription drugs, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. The City of Panama City Beach has established this policy to prevent the possession or use of illegal drugs and the abuse of alcohol and prescription drugs at any time and to further prohibit the possession or use of alcohol during working time, on City property and in City vehicles.

The Florida Workers' Compensation Act, Fla. Stat. 440.101-102 and Fla. Adm. Code 38F-9 provide that an employee who is injured in the course and scope of his employment and tests positive on a confirmed drug test, may forfeit his eligibility for medical and indemnity benefits under Florida’s Workers’ Compensation in addition to disciplinary action. Refusal to take a drug test will result in the employee forfeiting his eligibility for medical and indemnity benefits under Florida’s Workers’ Compensation and will be cause for termination of employment.

This policy as it relates to applicants or employees who are required to have a commercial drivers’ license, is implemented pursuant to the U.S. Department of Transportation (D.O.T.) Regulations, 49 CFR Part 40 and 49 CFR Part 382, et seq. and the Florida Uniform Traffic Control Law, Fla. Stat. 316.302. Parts of this policy may only apply to employees covered by the D.O.T. regulations, or additional requirements may be applied in accordance with D.O.T. regulations.

The purpose of this policy is to communicate the City’s position on the use or possession of illegal drugs and the misuse or abuse of alcohol and prescription drugs, both in the workplace and in the community, and provide guidance for the implementation of related programs.

This policy provides assistance toward outpatient rehabilitation for an employee who seeks the City of Panama City Beach’s help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

Exhibit A

AGENDA ITEM #
SCOPE

All employees are covered by this policy and are required to abide by the terms of this policy as a condition of employment.

DRUG-FREE WORKPLACE POLICY DISSEMINATION

The City will give a general one-time notice to all employees during in-processing that it is a condition of employment to refrain from using, possessing or otherwise dealing in illegal drugs on or off the job and that a drug testing program is being implemented.

A notice of drug testing will be included with all vacancy announcements for those positions where drug testing is required as part of the employment process.

ALCOHOL USE PROHIBITIONS

The consumption of alcohol on City premises, in a City vehicle, or while on duty is prohibited and will result in disciplinary action, up to and including discharge. There may be occasions, removed from the usual work setting at which it is permissible to consume alcohol in moderation with City administration approval on City premises (i.e., City Picnic).

Off-duty abuse of alcohol which adversely affects an employee's job performance or adversely affects or threatens to adversely affect other interests of the City is prohibited and may result in disciplinary action up to and including discharge.

The personal possession (whether on the person, or in a desk, locker or City vehicle) of alcohol on City premises or on duty will result in disciplinary action up to and including discharge.

The possession of alcohol on City property in a personal vehicle in a closed container (i.e., the manufacturer's seal on the container has not been opened or broken) is not prohibited, provided such possession is in compliance with this policy as well as federal, state and local laws.

It is against City policy to report to work or to work under the influence of alcohol.

For the purpose of this policy, an employee is presumed to be under the influence of alcohol if a blood test (breath alcohol for D.O.T. random test purposes) or other scientifically acceptable testing procedure shows a forensically acceptable positive quantum of proof of alcohol usage.

Consistent with this policy, an employee who is perceived, based on reasonable suspicion, to be under the influence of alcohol will be removed immediately from the workplace; be subject to testing; and may be evaluated by medical personnel, if reasonably available. The City will take further action (i.e., removal from service, referral to counseling or disciplinary action) based on medical information, position held, work history, job conduct, and other relevant factors. The determination of what action is appropriate in each case rests solely with the City.

Refusal to submit to, efforts to tamper with, or the confirmed positive test results of an alcohol test will result in disciplinary action, up to and including discharge.

Employees arrested for an alcohol-related incident must immediately notify their division supervisor, the Human Resources Director or their department head of the arrest if the incident occurs:
During scheduled working hours.
  While operating a City vehicle on City or personal business.
While operating a personal vehicle on City business.
Off the job for employees whose job:
  Requires a commercial drivers' license, or whose job requires the employee to operate a City
  Vehicle
Failure to notify an appropriate City official may result in disciplinary action, up to and including
discharge.

DRUG USE PROHIBITIONS

The use, sale, purchase, possession, manufacture, distribution or dispensation of illegal drugs at any
time, whether on or off duty and whether on or off City property, is against City policy and is cause for
immediate discharge.

It is against City policy to report to work or work under the influence of drugs. This includes prescription
drugs which induce an unsafe mental or physical state. Employees who violate this policy are subject to
disciplinary action up to and including discharge.

For the purpose of this policy, an employee is presumed to be under the influence of drugs if a urine
test, hair test, or other accepted testing procedure shows a forensically acceptable confirmed positive
quantum of proof of drug usage. Test results will be confirmed by a second test different in scientific
principle from the initial test. A confirmed positive drug test will result in disciplinary action up to and
including discharge.

Prescription drugs may also affect the safety of the employee or fellow employees or members of the
public. Therefore, any employee who is taking any prescription drug which might impair safety,
performance, or any motor functions must advise his supervisor before reporting to work under such
medication. A failure to do so may result in disciplinary action. If the City determines that such use
does not pose a safety risk, the employee will be permitted to work. The City reserves the right to
require that the employee have his or her physician confirm that the substance does not adversely
affect the employee's ability to perform his or her job in a safe manner. If such use impairs the
employee's ability to safely and effectively perform his or her job, the City may temporarily reassign the
employee or grant a leave of absence during the period of treatment. Improper use of "prescription
drugs" or the sale or distribution of prescription drugs is prohibited and may result in disciplinary action.
Prescription medication must be kept in its original container if such medication is taken during working
hours or on City premises.

Refusal to submit to, or efforts to tamper with, a drug test will result in discharge.

TESTING

Testing of Applicants

Pursuant to Florida Statute 440.102 (o), "Safety-sensitive position" means, with respect to a public
employer, a position in which a drug impairment constitutes an immediate and direct threat to public
health or safety, such as a position that requires the employee to carry a firearm, perform life-
threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject to s. 110.1127; or a position in which a momentary lapse in attention could result in injury or death to another person.
The City of Panama City Beach and the members of the Council have determined these positions to be safety related or because of the nature of the position in dealing with children, these positions are of such a sensitive nature that it requires pre-employment testing. (See Attachment 1 for specific list of positions)

Certain applicants who have been offered employment must successfully complete testing for controlled substances as a condition of employment. All applicants for positions requiring a commercial drivers' license will be tested for drugs pursuant to federal law.

Any job applicant who is required to and refuses to submit to drug testing, refuses to sign the consent form, fails to appear for testing, tampers with the test, or fails to pass the pre-employment drug test shall be ineligible for hire.

Reasonable Suspicion Testing (Alcohol and Drugs)

Employees must submit to a drug or alcohol test if reasonable suspicion exists to indicate that their ability to perform work safely or effectively may be impaired. “Reasonable suspicion testing” means drug or alcohol testing based on a belief that an employee is using or has used drugs or is under the influence of alcohol in violation of the City's policy, on the basis of specific, objective, articulable facts and reasonable inferences concerning the physical behavior or performance indicators of probable drug or alcohol use, drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use, provided by a reliable and credible source.
- Gross negligence or carelessness.
- Disregard for safety, life, or well-being of any City employee, customer or the general public.
- Reporting to or remaining at work in an apparently unfit condition.
- Excessive unexcused tardiness or absenteeism
- Evidence that an individual has tampered with a drug or alcohol test during his employment with the City.
- Information that an employee has caused, contributed to, or been involved in an accident at work.

The reasonable suspicion conduct should be witnessed by at least two (2) supervisors or City officials, if feasible. If not feasible, only one (1) supervisor or City official need witness the conduct. If a supervisor believes a reasonable suspicion exists, the supervisor should report his or her findings and observations to the Human Resources Director, his or her department head or the City Manager. Upon approval by the City Manager, the employee will be asked to submit to a drug test and sign a form acknowledging his or her consent. Factors which substantiate cause to test should be documented by the supervisor on the Substance Abuse Investigation Report Form which must be done as soon as possible, but no later

AGENDA ITEM #/
than twenty-four (24) hours after the employee has been drug tested or a longer period if permitted by law. A copy of this report shall be given to the employee upon request and the original documentation shall be kept confidential by the City and retained for at least one (1) year.

**Random Testing**

The City will randomly test safety sensitive employees for compliance with its drug-free workplace policy. As used in this policy, “random testing” means a method of selection of safety sensitive employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of safety sensitive employees will be tested. Furthermore, The City has no discretion to waive the selection of an employee selected by this random selection method.

**Scheduled Periodic Testing**

The City reserves the right to conduct periodic testing on a regularly scheduled basis for employees in designated departments, classifications or workgroups.

**Post-Rehabilitation Testing**

When an employee has had a confirmed positive test result, or has been sent to a drug dependency program at the request of the City Manager, a condition of continued employment will require the employee take and pass follow-up drug tests during a probationary period within the two-year period after the employee’s return to work.

**Substances Covered by Drug and Alcohol Testing**

Employees will be tested for their use of commonly abused controlled substances, which include amphetamines, barbiturates, benzodiazepines, opiates, cannabinoids, cocaine, methadone, methaqualone, phencyclidine (PCP), propoxyphene and chemical derivatives of these substances. Employees must advise testing lab employees of all prescription drugs taken in the past month before the test and be prepared to show proof of such prescriptions to testing lab personnel.

**Testing Methods and Procedure**

All testing will be conducted by a licensed independent medical laboratory, which will follow testing standards established by the state or federal government. Testing will be conducted on a urine sample provided by the employee to the testing laboratory under procedures established by the laboratory to ensure privacy of the employee, while protecting against tampering with or alteration of the test results. Employees will be considered to be engaged at work for the time spent in taking any tests and will be compensated for such time at their regular rate.

The City will pay for the cost of the testing, including the confirmation of any positive test result by gas chromatography. The testing lab will retain samples in accordance with state law, so that an employee may request a retest of the sample at his or her own expense if the employee disagrees with the test result.
Refusal to Undergo Testing

Employees who refuse to submit to a test are subject to immediate discharge.

Positive Test

If an employee tests positive on an initial screening test, the employee will be temporarily suspended while the confirmation test is being conducted. On receipt of the confirmation test, the employee will be subject to disciplinary action, up to and including discharge. Discipline selected by The City will depend on a variety of factors, including the prior work record of the employee, the length of prior employment, the prior accident and attendance record of the employee, the circumstances that led to the testing, and the proposals by the employee to address the problem.

Right to Explain Test Results

All employees and applicants have the right to meet with the testing laboratory personnel, and with The City, to explain their test results. These discussions should be considered confidential except that information disclosed in such tests will be communicated to personnel within The City or within the lab who need to know such information to make proper decisions regarding the test results or regarding the employment of the individual.

Right to Review Records

Employees have a right to obtain copies of all test results from the testing laboratory, or from The City.

When an employee disagrees with the test results, the individual may request that the testing laboratory repeat the test. Such repeat testing will be at the expense of the individual, unless the repeat test overturns the original report of the lab, in which case The City will reimburse the employee for the costs incurred for the retest.

Confidentiality Requirements

All records concerning test results will be kept in medical files that are maintained separately from the personnel file of the employee.

Testing laboratories may conduct testing only for substances included on the disclosure list provided to the individual, and may not conduct general testing related to the medical conditions of the individual that are unrelated to drug use.

Retesting

Employees may request a retest of their positive test results within 24 hours after notification by the City of such positive test result. This retest is at the expense of the individual, unless the original test result is called into question by the retest.

Where the employee or applicant believes that the positive test result was affected by taking lawful or prescribed substances, the individual may be suspended without pay pending receipt of confirming
information to substantiate the claims of the individual. Normally, the individual will be provided no more than five business days in which to provide this additional information.

Once the City Manager has determined whether there is evidence to indicate that the test results are incorrect, the individual will be advised of the decision.

Treatment, Termination and Rehire

Employees who test positive for any drug(s) listed on the disclosure list have two choices. The employee may agree to enter an authorized treatment program approved by the City, and agree to subsequent retesting for a period of two years after returning from treatment, or the employee will be terminated immediately and will not be considered for rehire until he or she can show that he or she has remained drug-free for a period of two years or more.

THIS POLICY SUPERSEDES ANY INFORMATION PROVIDED TO APPLICANTS AND CITY EMPLOYEES, EITHER WRITTEN OR ORAL. THE CITY RESERVES THE RIGHT TO CHANGE THE PROVISIONS OF THIS POLICY AND TESTING PROGRAM AT ANY TIME IN THE FUTURE, CONSISTENT WITH APPLICABLE LAW.
W.C. Definition of Safety Sensitive: With respect to a public employer, a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject to s. 110.1127; or a position in which a momentary lapse in attention could result in injury or death to another person.

### SAFETY POSITIONS

<table>
<thead>
<tr>
<th>Position</th>
<th>Reason for Safety Sensitive Classification</th>
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<tbody>
<tr>
<td>CITY MANAGER</td>
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<td>City Manager</td>
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<td>HUMAN RESOURCES</td>
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<tr>
<td>Human Resource Director/City Clerk</td>
<td>Head of Disaster Recovery</td>
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<td>Human Resource Assistant</td>
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<tr>
<td>Payroll Clerk</td>
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<td>Senior Admin Support Specialist-Civil Service</td>
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<tr>
<td>Executive Assistant/Deputy City Clerk</td>
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<tr>
<td>RISK MANAGEMENT</td>
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<tr>
<td>Safety/Training Admin</td>
<td>DERs</td>
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<td>Risk Manager</td>
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<td>PLANNING</td>
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<tr>
<td>Code Enforcement Officer</td>
<td>Operates a City Vehicle</td>
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<td>Senior Planner</td>
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<tr>
<td>POLICE DEPARTMENT (PD is responsible for all drug testing of sworn officers)</td>
<td>Routinely operates a city owned vehicle, boat, or other motorized vehicles or equipment, dispatches police officers, control of criminal material, control of criminal material</td>
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<tr>
<td>Animal Control Officer</td>
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<td>Call Taker Series</td>
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<td>Communication Officer Series</td>
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<td>Crime Scene Investigator</td>
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<td>Sr. Crime Scene Investigator</td>
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<td>Police Captain</td>
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<td>Police Chief</td>
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<td>Police Corporal</td>
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<td>Police Lieutenant</td>
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<td>Police Network Engineer/Forensic Investigator</td>
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<td>Police Officer</td>
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<td>Police Sergeant</td>
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<td>Evidence Specialist</td>
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<td>Parking Enforcement Officer</td>
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<td>Administrative Aide - Police</td>
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<tr>
<td>PW &amp; ENGINEERING</td>
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<td>Public Works Director</td>
<td>Responsible for Maintenance of Traffic (MOT) and operate a city vehicle</td>
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<tr>
<td>Assistant Chief Surveyor</td>
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<tr>
<td>Chief Surveyor</td>
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</tbody>
</table>
Coordinator, Eng. Projects
Building & Planning Director
Building Inspector
Building Official
Engineer I
Engineer II
City Engineer/Utilities Director

**STORM WATER**
Stormwater Maintenance Worker A
Stormwater Maintenance Worker B
Stormwater Maintenance Worker C
Stormwater Maintenance Worker Trainee
Stormwater Supervisor

**GROUNDS MAINTENANCE**
Groundskeeper
Manager grounds Maintenance
Supervisor grounds Maintenance
Irrigation Systems Tech
Lead Groundskeeper
Roadside Maintenance Foreman
Senior Street Maintenance Worker
Street Maintenance Worker
Street Maintenance Worker Trainee Streets
Superintendent

**PARKS AND RECREATION**
Dock or Pier Attendant
Lead Dock or Pier Attendant
Sr. Dock or Pier Attendant
Director
Assistant Director
Lifeguard (PT, lead, Sr, Captain, lieutenant, etc)
Manager Recreation Programs
Supervisor Recreation Programs
Recreation Supervisor
Parks & Facilities Maintenance Crew Chief-Athletic Field
Parks & Facilities Maintenance Crew Chief-Turf and Irrigation Division
Parks & Facilities Maintenance Superintendent
Parks & Facilities Maintenance Supervisor-Athletic Field Maintenance Division
Parks & Facilities Maintenance Supervisor-Turf and Irrigation Division
Parks & Recreation Director

Operate a city vehicle and have MOT duties

All operate motorized equipment and may operate a city vehicle

Aside from lifeguards, the remaining employees work with children and may operate a city vehicle or other motorized equipment or vehicles
Parks & Recreation Resources Supervisor
Pier Attendant
Pier Attendant Crew Chief
Recreation & Athletics Supervisor Recreation
Administration Supervisor Recreation Coordinator
Lead Beach and Surf Officer

FIRE DEPARTMENT
Deputy Fire Chief
Deputy Police Chief
Fire Battalion Chief Fire Captain
Fire Chief
Fire Inspector Fire Lieutenant
Firefighter/EMT
Firefighter/Paramedic

OPERATE A CITY VEHICLE, PERFORMS LIFE-SAVING ACTIVITIES AND MAY WORK WITH CONTROLLED SUBSTANCES

WATER AND SEWER
Wastewater Facility Maintenance Supervisor
Wastewater Facility Maintenance Worker Series
Wastewater Plant Operator Series
Wastewater Plant Superintendent
Underground Utilities Foreman
Underground Utilities Locator Series
Underground Utilities Superintendent
Utilities Service Worker Series
Water Plant Operator Series
Water Plant Superintendent
Lift Station Mechanic Series
Meter Reader Series
Meter Reset Technician
Meter Service Technician Series

POSITIONS MAY WORK WITH CAUSTIC CHEMICALS, MAY WORK IN CONFINED SPACES, MAY WORK WITH FILTRATION SYSTEMS FOR WATER SUPPLY, MAY OPERATE POWER OR ELECTRICAL EQUIPMENT, REPAIR METERS OR WATERPIPES, AND MAY USE A CITY VEHICLE. FOLLOWS MOT REGULATIONS.

OTHER POSITIONS
Instrumentation & Controls Technician series
Senior Street Maintenance Worker
Street Maintenance Worker Series
Streets Superintendent

MAY DRIVE A CITY VEHICLE OR OPERATE OTHER ELECTRICAL OR MOTORIZED EQUIPMENT OR VEHICLES
REGULAR AGENDA
ITEM #10,

RESOLUTION 16-34
RESOLUTION 16-34

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; APPROVING THE PURCHASE OF SEVEN PORTABLE RADIOS FROM MOTOROLA SOLUTIONS, IN THE TOTAL AMOUNT OF $23,209 TO BE PAID FROM THE FDLE JUSTICE ASSISTANCE GRANT; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT AND EXPENDITURE OF FUNDS FOR THIS PURPOSE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has been awarded $23,209 from the Florida Department of Law Enforcement Justice Assistance Grant; and

WHEREAS, the City’s police department would like to use this grant money to purchase seven 800 MHz portable radios for sworn officers; and

WHEREAS, neither the receipt of the grant nor the radios were anticipated when the budget was prepared, such that this revenue and these expenses were not included in the budget for FY2015-16; and

WHEREAS, the City finds and determines it is necessary and appropriate to expend funds for these purposes, and to amend the City budget to reflect the receipt and expenditure of this money.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain agreement between the City and Motorola Solutions for the purchase of seven 800 MHz portable radios, in the total amount of Twenty Three Thousand Two Hundred Nine Dollars ($23,209), on substantially the terms set forth in the attached bid response, with such changes, insertions or omissions as may be approved by the City Manager, and his execution of such agreement shall be conclusive evidence of such approval.

2. The following budget amendment (BA#8) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit A.

3. This Resolution shall take effect immediately upon passage.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of January, 2016.

CITY OF PANAMA CITY BEACH

By ____________________________
GAYLE F. OBERST, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK
To: Drew R. Whitman  
Chief of Police  

From: Captain Rich McClanahan  
Administrative Division Commander  

Date: January 8, 2016  

RE: 2016-JAGC-BAY-3-H3-130  

Chief,  

FDLE approved the 2016-JAGC-BAY-3-H3-130 grant for $23,209.00. I am requesting a budget amendment for this grant. Please see below.  

Seven (7) – Motorola APX6000Li 800 Model 2.5 portable – Analog & P25 Trunking – radios and lapel microphone (for police use) with the following requirements:  
- Add 3600 or 9600 Trunking, Model QA02756  
- Add Advanced System Key – Software Key, Model QA01749  
- Delete Standard Antenna, Model H112  
- APX PSM 700/800 MHz Antenna, Model PMAF4002  
- Charger, Model WPLN7080  
- Public Safety Mic 24 in, Model PMMN4060  
- Programming  
- 3 year extended Warranty  
- Shipping  

The bids were advertised on the City website August 19, 2015, and were due/opened September 16, 2015, by Captain Wayne Maddox. The winning sole bid was Motorola Solutions, Inc. with a bid of $23,208.85. Due to grant procedures, a .15 cent difference in the grant and the bid, I request the bid is adjusted up to the nearest dollar which Motorola Solutions has agreed. The Department of Justice request that all grants closeout on a whole number.
Bid Notice for Motorola Police Radios

The City of Panama City Beach Police Department hereby solicits sealed bids for the following equipment:

Seven (7) - Motorola APX6000Li 800 Model 2.5 portable -Analog & P25 Trunking- radios and lapel microphone (for police use) with the following requirements:

- Add 3600 or 9600 Trunking, Model QA02756
- Add Advanced System Key-Software Key, Model QA01749
- Delete Standard Antenna, Model H112
- APX PSM 700/800 MHz Antenna, Model PMAF4002
- Charger, Model WPLN7080
- Public Safety Mic 24 in, Model PMMN4060
- Programming
- 3 year extended Warranty
- Shipping

Bids must be sealed and will be received until 12:00 p.m. (noon) Central Time, September 16, 2015 at the City of Panama Beach Police Department, Attn: Captain Wayne Maddox, 17110 Firenzo Avenue, Panama City Beach, Florida, 32413 and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any formality in bids received. All bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All bids shall be firm and for a period of 6 months after opening.


###

**Bid Date:** September 16, 2015

**Motorola complies with above and meets all specifications.**

**Bid Total:** $23,208.85

**Notes:**
1. Above pricing from State Contract No. 725-500-12-1 as well as Panama City Beach Bid Notice 11-13-14
2. Radios quoted above are equipped to operate on the current 800MHz SmartNet radio system as well as operate on the P25 platform.

Thank you for considering Motorola Solutions, Inc. for your communications needs.
The Honorable Gayle Oberst  
Mayor  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, FL 32413-2140

Re: Contract No. 2016-JAGC-BAY-3-H3-130

Dear Mayor Oberst:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant (JAG) subgrant to your unit of government in the amount of $23,209.00 for the project entitled, PROJECT 25 COMPLAINT RADIOS AND MICROPHONES. This subaward is approved under Florida’s state JAG award 2015-MUBX-1066 from the Department of Justice. These funds shall be utilized for the purpose of reducing crime and improving public safety and the criminal justice system.

Enclosed is a copy of the approved subaward application with the referenced contract number and standard conditions. This subaward is subject to all administrative and financial requirements, including timely submission of all financial and performance reports and compliance with all standard conditions.

Information from subawards and performance reports are provided to the Department of Justice (DOJ) Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) to meet federal transparency requirements. Contract and grant information is also provided to the State of Florida, Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). This grant agreement and all correlating information including general contract, performance, amendment/modification information and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. If this agreement contains confidential or exempt information not subject to disclosure under Chapter 119, F.S., please contact the Office of Criminal Justice Grants (OCJG) for guidance on how to request exemption.

Please complete and return the enclosed Certificate of Acceptance and Certification of Conflict of Interest forms within 30 calendar days from the date of award. Completion of the Certificate of Acceptance constitutes official acceptance of the subaward and must be received by the Department prior to reimbursement of any project expenditures.

Some costs require prior written approval from OCJG and DOJ before beginning project activities. If your subaward contains any such items or those listed on the Bureau of Justice Assistance (BJA) Controlled Expenditures List, a grant adjustment and written request with justification will be required. A correlating special condition on your subgrant award in the Subgrant Information Management ON-Line (SIMON) system may also be included.

We look forward to working with you on this project. Please contact Senior Management Analyst Supervisor Randall Smyth at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring  
Bureau Chief

RECEIVED  
DEC 23 2015
IN OFFICE OF MAYOR & CITY MANAGER
SUBGRANT AWARD CERTIFICATE

Subgrantee: City of Panama City Beach

Date of Award: 12/11/2015

Grant Period: From: 10/01/2015 TO: 09/30/2016

Project Title: PROJECT 25 COMPLAINT RADIOS AND MICROPHONES

Grant Number: 2016-JAGC-BAY-3-H3-130

Federal Funds: $ 23,209.00

State Agency Match: $ 0.00

Local Agency Match: $ 0.00

Total Project Cost: $ 23,209.00

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Authorized Official
Petrina Tuttle Herring
Bureau Chief

12/11/2015

( ) This award is subject to special conditions (attached).
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient
Organization Name: City of Panama City Beach
County: Bay

Chief Official
Name: Gayle Oberst
Title: Mayor
Address: 110 South Arnold Road
City: Panama City Beach
State: FL Zip: 32413-2140
Phone: 850-233-5108 Ext:
Fax: 850-233-5013
Email: goberst@pcbgov.com

Chief Financial Officer
Name: Holly White
Title: City Clerk
Address: 110 South Arnold Road
City: Panama City Beach
State: FL Zip: 32413-2140
Phone: 850-233-5054 Ext: 2402
Fax: 850-233-5013
Email: hwhite@pcbgov.com
Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

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Organization Name: City of Panama City Beach
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Application for Funding Assistance
Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: PROJECT 25 COMPLAINT RADIOS AND MICROPHONES
Subgrant Recipient: City of Panama City Beach
Implementing Agency: Panama City Beach Police Department
Project Start Date: 10/1/2015 End Date: 9/30/2016

Problem Identification
Currently the Panama City Beach Police Department has approximately 19 Reserve/Auxiliary Officers and 56 full-time sworn personnel, and portable radios are needed for each of these officers. We currently only have twelve (12) P25 compliant portable radios, which is going to create a serious officer safety issue as the old radio system becomes obsolete. These items are not in our general revenue budget; without this grant the need to update our communications system to meet federally mandated P25 compliant standards will not be met.

Due to an aging and low inventory of portable radios, the Panama City Beach Police Department is in need of seven (7) P25 compliant portable 800 MHz analog & digital radios to maintain the desired level of inter-operable communications and mission readiness.

Project Summary (Scope of Work)
The Panama City Beach Police Department proposes to utilize awarded funds to purchase and implement the following project: enhancement of portable communications by the purchase of 800 MHz/digital portable radios. The 800 MHz/digital radios are Project 25 compliant with the capability to migrate from analog to digital operation. Project 25 is a suite of standards for digital radio communication for use by federal, state, and local public safety agencies to enable them to communicate with other agencies and mutual aid response teams in emergencies. The goal of Project 25 is to enable public safety responders to communicate with each other and, thus, achieve enhanced coordination, timely response, and efficient and effective use of communication equipment. Once purchased the 800 MHz/digital radios will be immediately issued to police officers for their use.

The 800 MHz/digital radios will be programmed to allow two-way radio communication of critical information through upgraded interoperability with local agencies. The radios will allow the officer to communicate critical information through upgraded interoperability to local agencies and across jurisdictions. Deliverables require a city council approved budget amendment, a solicitation for sealed bids to include shipping cost, a purchase order, invoices, and shipping receipts. This grant is a continued project from the last two years awarded grants for the purpose to purchase additional P25 compliant radios.
CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

<table>
<thead>
<tr>
<th>FUND GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO 001-0000-331.20-30</td>
<td>Federal Grants Edward Byrne JAG Project 25 Radios</td>
<td>0.00</td>
<td>(23,209.00)</td>
<td>(23,209.00)</td>
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<tr>
<td>TO 001-2101-521.60-10</td>
<td>Capital Outlay &lt; $5,000</td>
<td>245,000.00</td>
<td>23,209.00</td>
<td>268,209.00</td>
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</tbody>
</table>

Check Adjustment Totals: 245,000.00 0.00 245,000.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To record award of 2016 Edward Byrne Memorial JAG for Project 25 Compliant Radios and Microphones in the amount of $23,209 and appropriation of the same amount for expenditure in accordance with grant application.

ROUTING FOR APPROVAL

DEPARTMENT HEAD ___________ DATE ___________ CITY MANAGER ___________ DATE

FINANCE DIRECTOR ___________ DATE
REGULAR AGENDA

ITEM #11,

RESOLUTION 16-41
RESOLUTION 16-41

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate Master Services Agreements for Engineering Services for Minor Roadway, Sidewalk and Multi-use Trail Facilities with two of the Firms in the following order of ranking:

First - Preble-Rish, Inc.,
Second - Panhandle Engineering, Inc., and
Third - Atkins,

with such changes and additions as may be approved by the City Manager, and to return the negotiated Agreements to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ______________________
    Gayle F. Oberst, Mayor

ATTEST:

_____________________________________
Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert
CC: Paul Casto
From: Kelly Jenkins
Date: January 7, 2016
Subject: Rankings for Engineering Services for Roadway, Sidewalk and Multi-use Trail Facilities

Staff prepared and advertised a Request for Qualifications (RFQ) in accordance with Florida Statute 287.055, related to continuing professional engineering services for roadway, sidewalk and multi-use trail facilities.

The City received a total of nine (9) Statement of Qualification (SOQ) packages in response to the advertisement. The review committee was comprised of the following five City staff members:

1. Paul Casto
2. Mel Leonard
3. Kathy Younce
4. Corky Denham
5. Don Churchwell

The committee members individually reviewed each of the 9 SOQ’s and ranked the submittals (see attached Exhibit A). Respondents with the lowest overall total points are the highest ranked firms. Staff recommends that the City Council accept the rankings and authorize negotiation of continuing professional services agreements with the two top firms. The final Master Services Agreements for each firm will be brought back to Council for final approval. Please note that each future task order will require City Manager or City Council approval, depending on the cost of services.
<table>
<thead>
<tr>
<th>ENGINEERING FIRM</th>
<th>PC</th>
<th>ML</th>
<th>KY</th>
<th>CD</th>
<th>DC</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Atkins</td>
<td>4</td>
<td>6</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>16</td>
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<tr>
<td>CPH Inc.</td>
<td>9</td>
<td>4</td>
<td>5</td>
<td>8</td>
<td>6</td>
<td>32</td>
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<tr>
<td>Gortemoller Engineering Inc.</td>
<td>5</td>
<td>3</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>29</td>
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<tr>
<td>Innerlight Engineering Corp.</td>
<td>8</td>
<td>9</td>
<td>9</td>
<td>9</td>
<td>9</td>
<td>44</td>
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<tr>
<td>McNeil Carroll Engineering Inc.</td>
<td>3</td>
<td>5</td>
<td>4</td>
<td>5</td>
<td>7</td>
<td>24</td>
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<tr>
<td>Metric Engineering</td>
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<td>7</td>
<td>6</td>
<td>3</td>
<td>5</td>
<td>27</td>
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<td>Panhandle Engineering Inc.</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>9</td>
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<tr>
<td>Preble-Rish Inc.</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Volkert</td>
<td>7</td>
<td>8</td>
<td>8</td>
<td>6</td>
<td>4</td>
<td>33</td>
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</tbody>
</table>
REGULAR AGENDA
ITEM #12,

RESOLUTION 16-42
RESOLUTION 16-42

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO IMPLEMENT PAY RAISES FOR CITY EMPLOYEES RESULTING FROM THE PERFORMANCE REVIEW PROCESS; AND PROVIDING AN EFFECTIVE DATE.

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

1. The following budget amendment (BA#9) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, to implement pay raises resulting from the performance review process, as shown in and in accordance with the attached and incorporated Exhibit A.

2. This Resolution shall take effect for the pay period beginning January 14, 2016.

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

CITY OF PANAMA CITY BEACH

By ____________________________
GAYLE F. OBERST, MAYOR

ATTEST:

Diane Fowler, City Clerk
TO: CITY COUNCIL
FROM: DIANE FOWLER
CC: MARIO GISBERT, CITY MANAGER
DATE: 01/07/2016
SUBJECT: PERFORMANCE BASED PAY RAISES

Staff was given direction to develop a performance based system to address merit based raises and was given $0.35 per employee to work with as an ideal budget. The City currently has 248 employees of which 219 employees work 2080 hours and 29 work 2756 hours per year which equates to $187,405.40 total budget.

Given the ability to utilize the newly approved performance evaluations which provided a system of allotting 50% for a 2-needs improvement, 100% for a 3-meets expectations, 150% for a 4-exceeds expectations, and 200% for a 5-outstanding, the staff then took each individual department’s eligible salary budget and determined the percent of the total budget to allocate accordingly to each department. These three numbers were utilized to determine the amounts of each merit raise as presented in the budget amendment that accompanies this memo.

If approved the raises will take effect on January 14, 2016 and will show on the employee’s January 28, 2016 pay statement.
MEMO

To: Mario Gisbert, City Manager
CC: Diane Fowler, City Clerk
From: Holly White, Finance Director

I have attached the budget amendment worksheets as requested.

SUMMARY OF TOTAL DOLLARS:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General</td>
<td>170,258</td>
</tr>
<tr>
<td>CRA</td>
<td>1,969</td>
</tr>
<tr>
<td>Utility</td>
<td>80,069</td>
</tr>
<tr>
<td>Pier</td>
<td>5,199</td>
</tr>
<tr>
<td>Aquatic Center</td>
<td>2,893</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>260,388</strong></td>
</tr>
</tbody>
</table>

I prepared the budget amendments for each fund and department based upon the information provided to me by City Clerk, Diane Fowler, derived from the performance review process implemented by the City.

The above figures include an overtime factor when appropriate as well as FICA and retirement benefits.

It should be noted that the figures provided are on an annual basis. Assuming implementation beginning with the pay period effective 01/14/16, the actual numbers will be approximately 75% of the annualized amounts. I prepared the budgets using the annualized amounts to provide a "cushion" for any corrections that may be necessary and for promotions which may occur prior to year end.
<table>
<thead>
<tr>
<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO</td>
<td>001-1300-513.12-10</td>
<td>Salaries Regular</td>
<td>469,380.00</td>
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<td>471,530.00</td>
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<tr>
<td>TO</td>
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<td>Salaries Regular</td>
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<td>2,650.00</td>
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<td>TO</td>
<td>001-1300-513.21-10</td>
<td>Matching FICA</td>
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<td>53.00</td>
<td>37,300.00</td>
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<tr>
<td>TO</td>
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<td>72,295.00</td>
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<tr>
<td>TO</td>
<td>001-1500-515.12-10</td>
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<td>147,150.00</td>
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<td>001-1500-515.21-10</td>
<td>Matching FICA</td>
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<td>169.00</td>
<td>11,646.00</td>
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<td>TO</td>
<td>001-1500-515.22-10</td>
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<td>25,725.00</td>
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<tr>
<td>TO</td>
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<td>421,820.00</td>
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<tr>
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<td>Matching FICA</td>
<td>34,479.00</td>
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<td>35,127.00</td>
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<tr>
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<td>46,415.00</td>
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<td>3,421,500.00</td>
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<tr>
<td>TO</td>
<td>001-2101-521.14-10</td>
<td>Salaries Overtime</td>
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<td>588,179.00</td>
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<tr>
<td>TO</td>
<td>001-2101-521.21-10</td>
<td>Matching FICA</td>
<td>308,779.09</td>
<td>5,385.00</td>
<td>314,164.00</td>
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<tr>
<td>TO</td>
<td>001-2101-521.22-10</td>
<td>Retirement Non-Sworn</td>
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<td>119,840.00</td>
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<td>TO</td>
<td>001-2101-521.22-20</td>
<td>Retirement Sworn</td>
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<td>598,565.00</td>
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<td>TO</td>
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<td>1,849,000.00</td>
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<td>325,096.00</td>
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<td>177,060.00</td>
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<td>448,385.00</td>
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<td>TO</td>
<td>001-4100-541.12-10</td>
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<td>466,780.00</td>
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<td>475,080.00</td>
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<td>TO</td>
<td>001-4100-541.14-10</td>
<td>Salaries Overtime</td>
<td>58,885.00</td>
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<td>59,930.00</td>
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<tr>
<td>TO</td>
<td>001-4100-541.21-10</td>
<td>Matching FICA</td>
<td>45,718.00</td>
<td>717.00</td>
<td>44,435.00</td>
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<td>TO</td>
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<td>Retirement</td>
<td>63,182.00</td>
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<td>64,485.00</td>
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<tr>
<td>TO</td>
<td>001-7201-572.12-10</td>
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<td>778,545.00</td>
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<td>788,945.00</td>
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<td>Matching FICA</td>
<td>78,734.00</td>
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<td>79,545.00</td>
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<td>134,577.00</td>
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<td>136,050.00</td>
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<tr>
<td>TO</td>
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<td>Reserves Available for Expenditures</td>
<td>7,058,921.00 (176,258.00)</td>
<td>6,882,663.00</td>
<td></td>
</tr>
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Check Adjustment Totals: 17,780,497.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT

To amend the budget to reflect performance raises per the approved pay plan effective for the pay period beginning 01/14/16

__________________________
DEPARTMENT HEAD

__________________________
CITY MANAGER

__________________________
CITY CLERK

1/28/16
### CITY OF PANAMA CITY BEACH

**BUDGET TRANSFER FORM BF-10**

<table>
<thead>
<tr>
<th>FUND</th>
<th>CRA ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO</td>
<td>160-2400-524.12-10</td>
<td>Salaries Regular</td>
<td>48,624.00</td>
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<td>TO</td>
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<td>160-5901-559.21-10</td>
<td>Matching FICA</td>
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<td>TO</td>
<td>160-5901-559.22-10</td>
<td>Retirement</td>
<td>20,281.00</td>
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<td>TO</td>
<td>160-5901-559.95-00</td>
<td>Reserves Restricted</td>
<td>12,638,931.00</td>
<td>(1,969.00)</td>
<td>12,636,962.00</td>
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Check Adjustment Totals: 12,845,274.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To amend the budget to reflect performance raises per the approved pay plan effective for the pay period beginning 01/14/16.

---

**ROUTING FOR APPROVAL**

__________________________________________ DATE
DEPARTMENT HEAD

__________________________________________ DATE
CITY MANAGER

__________________________________________ DATE
CITY CLERK

---

**AGENDA ITEM # 18**
<table>
<thead>
<tr>
<th>FUND</th>
<th>UTILITY ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO</td>
<td>401-3300-533.12-10</td>
<td>Salaries Regular</td>
<td>1,656,600.00</td>
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<td>TO</td>
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<td>92,600.00</td>
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<td>TO</td>
<td>401-3300-533.21-10</td>
<td>Matching FICA</td>
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Check Adjustment Totals: 46,722,290.00 0.00 46,722,290.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To amend the budget to reflect performance raises per the approved pay plan effective for the pay period beginning 01/14/16

AGENDA ITEM # 12
CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10

<table>
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<th>FUND</th>
<th>PIER ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
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Check Adjustment Totals: 665,819.00 0.00 665,819.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To amend the budget to reflect performance raises per the approved pay plan effective for the pay period beginning 01/14/16

ROUTING FOR APPROVAL

DEPARTMENT HEAD DATE CITY MANAGER DATE

CITY CLERK DATE
CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

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BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the budget to reflect performance raises per the approved pay plan effective for the pay period beginning 01/14/16

_____________________________ CITY CLERK ___________ DATE

_____________________________ DEPARTMENT HEAD ___________ DATE

GENERAL MANAGER __________________ DATE

CITY MANAGER __________________ DATE

Routing for Approval
REGULAR AGENDA
ITEM #13,
RESOLUTION 16-44
RESOLUTION 16-44

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO STORMWATER EASEMENTS FROM LOREN SMITH FOR $31,200.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Stormwater Utility Easement between the City and Loren Smith, relating to Smith's conveyance of two stormwater utility easements to the City, for the purchase price of Thirty One Thousand Two Hundred Dollars ($31,200), in substantially the form attached and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ________________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
STORMWATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that WILLIAM LOREN SMITH, whose address is 10292 Front Beach Road, Panama City Beach, Florida, Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) to it in hand paid by the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, the receipt whereof is hereby acknowledged, do hereby grant and convey to said CITY OF PANAMA CITY BEACH, FLORIDA, its successors and assigns, a perpetual easement in and the right to excavate for, construct, maintain, repair, alter, access and operate its stormwater drainage utilities, as the same shall be located or relocated by said CITY, together with the right to allow the attachment of and also the right to install, maintain, alter, repair and use such control structure or other devices as may be necessary or convenient in connection therewith, upon, under and across the following described land in Bay County, to wit:

Attached and incorporated Exhibit A.

TOGETHER with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the rights of ingress and egress to and from said easement.

PROVIDED always that in undertaking such excavation, installation, burial, construction, maintenance, repair, alteration or operation, the said CITY, its successors and assigns, shall be obligated to restore the surface of said property to as good or better condition as immediately preceding such undertaking; and

PROVIDED that Grantor, his successors and assigns shall make no use of or improvement on the above-described land inconsistent with the easement granted herein.

TO HAVE AND TO HOLD the same to the said CITY, its successors and assigns, forever.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Grantor has executed this instrument this 7th day of January, 2016.

Signed, sealed and delivered in the presence of:

(Signature of Witness)
Print Name: Mario Consent

(Signature of Witness)
Print Name: Amy Myers

GRANTOR
WILLIAM LOREN SMITH

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 7th day of February, 2016, by WILLIAM LOREN SMITH

who is personally known to me.

who produced as identification.

Signature of Notary Public

THIS INSTRUMENT PREPARED BY BUT NOT EXECUTED BEFORE:
Amy E. Myers, Esquire
HARRISON, SALE, MCOLOY
304 MAGNOLIA AVENUE
PANAMA CITY, FLORIDA 32401
(850) 769-3434

SMITH SW Easement
Page 2 of 4
LEGAL DESCRIPTION EASEMENT "A", EXISTING PRESCRIPTIVE EASEMENT, WILLIAM LOREN SMITH, ET AL PROPERTY

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND RUN THENCE SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, FOR A DISTANCE OF 86.58 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MIDDLE BEACH ROAD (HUTCHINSON BLVD); THENCE SOUTH 40 DEGREES 41 MINUTES 23 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 350.00 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 33 DEGREES 35 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 404.43 FEET; THENCE SOUTH 85 DEGREES 33 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 141.90 FEET; THENCE SOUTH 03 DEGREES 29 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 224.26 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FRONT BEACH ROAD (STATE ROAD 30); POINT BEING ON A CURVE CONCAVE NORTH, HAVING A RADIUS OF 4,532.75 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 30 SECONDS; THENCE PROCEED WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 235.36 FEET, (CHORD BEARING AND DISTANCE = SOUTH 87 DEGREES 57 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 235.33 FEET); THENCE LEAVING SAID NORTH RIGHT OF WAY LINE RUN NORTH 48 DEGREES 04 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 101.24 FEET TO A POINT ON THE EAST BOUNDARY LINE OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 1910, PAGE 748 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR THE POINT OF BEGINNING; SAID POINT BEING A POINT ON A CURVE CONCAVE WEST, HAVING A RADIUS OF 198.15 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 03 MINUTES 59 SECONDS; THENCE PROCEED SOUTHERLY ALONG SAID EAST BOUNDARY LINE AND CURVE FOR AN ARC DISTANCE OF 20.98 FEET, (CHORD BEARING AND DISTANCE = SOUTH 02 DEGREES 57 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 20.97 FEET); THENCE NORTH 00 DEGREES 10 MINUTES 14 SECONDS WEST, ALONG SAID EAST BOUNDARY LINE, FOR A DISTANCE OF 8.27 FEET; THENCE LEAVING SAID EAST BOUNDARY LINE PROCEED NORTH 48 DEGREES 04 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 28.13 FEET; THENCE NORTH 81 DEGREES 49 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 46.09 FEET; THENCE SOUTH 08 DEGREES 10 MINUTES 01 SECONDS WEST, FOR A DISTANCE OF 5.16 FEET; THENCE SOUTH 69 DEGREES 41 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 24.00 FEET; THENCE NORTH 08 DEGREES 10 MINUTES 01 SECONDS EAST, FOR A DISTANCE OF 53.42 FEET; THENCE SOUTH 81 DEGREES 49 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 20.93 FEET; THENCE SOUTH 08 DEGREES 10 MINUTES 01 SECONDS WEST, FOR A DISTANCE OF 13.52 FEET; THENCE SOUTH 81 DEGREES 49 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 49.25 FEET; THENCE SOUTH 48 DEGREES 04 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 18.28 FEET TO THE POINT OF BEGINNING. CONTAINING 2,609 SQUARE FEET OR 0.060 ACRES, MORE OR LESS.
LEGAL DESCRIPTION EASEMENT "B", ADDITIONAL EASEMENT REQUIRED, WILLIAM LOREN SMITH, ETAL PROPERTY (AS WRITTEN)

Commence at the Southwest corner of the Northwest quarter of the Southeast quarter of Section 36, Township 3 South, Range 16 West, Bay County, Florida and run thence South 89 degrees 15 minutes 50 seconds East, along the South boundary line of said Northwest quarter of the Southeast quarter, for a distance of 86.58 feet to a point on the Westerly Right of Way line of Middle Beach Road (Hutchinson Blvd); thence South 40 degrees 41 minutes 23 seconds East, along said Westerly Right of Way line, for a distance of 350.00 feet; thence leaving said Westerly Right of Way line run South 33 degrees 35 minutes 26 seconds West, for a distance of 404.43 feet; thence South 85 degrees 33 minutes 35 seconds West, for a distance of 141.90 feet; thence South 03 degrees 29 minutes 49 seconds East, for a distance of 224.26 feet to a point on the North Right of Way line of Front Beach Road (State Road 30); point being on a curve concave north, having a radius of 4,532.75 feet, through a central angle of 03 degrees 46 minutes 48 seconds; thence proceed westerly along said curve for an arc distance of 299.04 feet, (chord bearing and distance = South 88 degrees 21 minutes 36 seconds West, for a distance of 298.99 feet); thence leaving said North Right of Way line run North 48 degrees 04 minutes 44 seconds West, for a distance of 14.34 feet to a point on the East boundary line of property recorded in Official Records Book 1910, Page 748 of the Public Records of Bay County, Florida for the POINT OF BEGINNING; thence leaving said East boundary line proceed North 48 degrees 04 minutes 44 seconds West, for a distance of 28.95 feet; thence North 81 degrees 49 minutes 59 seconds West, for a distance of 70.54 feet; thence North 08 degrees 10 minutes 01 seconds East, for a distance of 11.67 feet; thence North 69 degrees 41 minutes 26 seconds East, for a distance of 24.00 feet; thence North 08 degrees 10 minutes 01 seconds East, for a distance of 5.16 feet; thence South 81 degrees 49 minutes 59 seconds East, for a distance of 46.09 feet; thence South 48 degrees 04 minutes 44 seconds East, for a distance of 28.13 feet to the aforesaid East boundary line; thence South 00 degrees 10 minutes 14 seconds West, along said East boundary line, for a distance of 29.01 feet to the POINT OF BEGINNING. Containing 2,335 square feet or 0.054 acres, more or less.
October 26, 2015

William Loren Smith
PO Box 15307
Panama City, FL 32408

RE: Purchase of a storm water easement at Pompano Key,
    Panama City Beach, Florida

Dear Mr. Smith:

The City of Panama City Beach is interested in purchasing two stormwater easements located at 10292 Front Beach Road, Panama City Beach, in furtherance of its provision and improvement of stormwater utilities. The easements are located on the easternmost property line between the Walmart driveway and the pond. One easement represents an existing stormwater pipe which the City has used and maintained for several years but for which no deed of conveyance can be located, and the second easement is located alongside the existing—where a second stormwater pipe is proposed to be installed.

In furtherance of the City's Gulf Highlands stormwater improvement project, the City has identified these two easements on your property that it would like to acquire for this project. Easement "A" represents the location of the existing pipe, contains 2,609 square feet and is approximately 20' wide. Easement "B" is located alongside of and to the south of the existing pipe, contains 2,335 square feet and is proposed to be approximately 30' wide. Both easements are identified in the attached Exhibit A as Easements A and B. The City is offering Thirty One Thousand Two Hundred Dollars ($31,200) as full compensation to purchase these easements. This amount includes the appraised fair market value of the land and improvements together with any identified severance damages, if available.

The full compensation portion of this offer is based on an appraisal of the market value of the portion of your property needed for this project, which accompanies this letter for your reference. You may also obtain maps, construction plans and other documents that delineate the proposed easements and improvements to be constructed thereon, by contacting Kelly Jenkins at (850) 233-5100. Any documents requested will be provided to you within fifteen business days of your request.

This offer letter represents the City's effort to acquire your property for a fair price. If you agree this offer represents a fair price for your land and accept this offer, we will ask

www.HSMcLaw.com
you to sign the attached easement document to effect that conveyance. As with any real estate conveyance, subordination or release of any other interest, such as mortgages, liens or taxes, will be required. Upon complete execution of the easement document, the City will issue you a check for the purchase price.

Please do not hesitate to contact me with any questions or concerns you have about this easement document specifically or the City project generally.

We look forward to hearing from you.

Very truly yours,

Amy E. Myers
Assistant City Attorney

CC: Paul Casto
Kelly Jenkins
STORMWATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that WILLIAM LOREN SMITH, whose address is 10292 Front Beach Road, Panama City Beach, Florida, Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) to it in hand paid by the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, the receipt whereof is hereby acknowledged, do hereby grant and convey to said CITY OF PANAMA CITY BEACH, FLORIDA, its successors and assigns, a perpetual easement in and the right to excavate for, construct, maintain, repair, alter, access and operate its stormwater drainage utilities, as the same shall be located or relocated by said CITY, together with the right to allow the attachment of and also the right to install, maintain, alter, repair and use such control structure or other devices as may be necessary or convenient in connection therewith, upon, under and across the following described land in Bay County, to wit:

Attached and incorporated Exhibit A.

TOGETHER with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the rights of ingress and egress to and from said easement.

PROVIDED always that in undertaking such excavation, installation, burial, construction, maintenance, repair, alteration or operation, the said CITY, its successors and assigns, shall be obligated to restore the surface of said property to as good or better condition as immediately preceding such undertaking; and

PROVIDED that Grantors, their successors and assigns shall make no use of or improvement on the above-described land inconsistent with the easement granted herein.

TO HAVE AND TO HOLD the same to the said CITY, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of ______________, 2015.

Signed, sealed and delivered in the presence of:

GRANTOR
WILLIAM LOREN SMITH

(Signature of Witness)
Print Name:
(Signature of Witness)
Print Name:__________________

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ___ day of ______,
2015, by WILLIAM LOREN SMITH

() who is personally known to me.
() who produced _________________________ as identification.

______________________________
Signature of Notary Public

THIS INSTRUMENT PREPARED BY BUT NOT EXECUTED BEFORE
Amy E. Myers, Esquire
HARRISON, SALE, McCLOY
304 MAGNOLIA AVENUE
PANAMA CITY, FLORIDA 32401
(850) 769-3434
LEGAL DESCRIPTION EASEMENT "A", EXISTING PRESCRIPTIVE EASEMENT, WILLIAM LOREN SMITH, ET AL PROPERTY (as written)

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND RUN THENCE SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, FOR A DISTANCE OF 86.58 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MIDDLE BEACH ROAD (HUTCHINSON BLVD); THENCE SOUTH 40 DEGREES 41 MINUTES 23 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY, FOR A DISTANCE OF 350.00 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY, RUN SOUTH 33 DEGREES 35 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 404.43 FEET; THENCE SOUTH 85 DEGREES 33 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 141.90 FEET; THENCE SOUTH 03 DEGREES 29 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 224.26 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FRONT BEACH ROAD (STATE ROAD 30); POINT BEING ON A CURVE CONCAVE NORTH, HAVING A RADIUS OF 4,532.75 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 30 SECONDS; THENCE PROCEED WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 235.36 FEET, (CHORD BEARING AND DISTANCE = SOUTH 87 DEGREES 57 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 235.33 FEET); THENCE LEAVING SAID NORTH RIGHT OF WAY LINE RUN NORTH 48 DEGREES 04 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 101.24 FEET TO A POINT ON THE EAST BOUNDARY LINE OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 1910, PAGE 748 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR THE POINT OF BEGINNING; SAID POINT BEING A POINT ON A CURVE CONCAVE WEST, HAVING A RADIUS OF 198.15 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 03 MINUTES 59 SECONDS; THENCE PROCEED SOUTHERLY ALONG SAID EAST BOUNDARY LINE AND CURVE FOR AN ARC DISTANCE OF 20.98 FEET, (CHORD BEARING AND DISTANCE = SOUTH 02 DEGREES 57 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 20.97 FEET); THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST, ALONG SAID EAST BOUNDARY LINE, FOR A DISTANCE OF 8.27 FEET; THENCE LEAVING SAID EAST BOUNDARY LINE PROCEED NORTH 48 DEGREES 04 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 28.13 FEET; THENCE NORTH 81 DEGREES 49 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 46.09 FEET; THENCE SOUTH 08 DEGREES 10 MINUTES 01 SECONDS WEST, FOR A DISTANCE OF 5.16 FEET; THENCE SOUTH 69 DEGREES 41 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 24.00 FEET; THENCE NORTH 08 DEGREES 10 MINUTES 01 SECONDS EAST, FOR A DISTANCE OF 53.42 FEET; THENCE SOUTH 81 DEGREES 49 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 20.93 FEET; THENCE SOUTH 08 DEGREES 10 MINUTES 01 SECONDS WEST, FOR A DISTANCE OF 13.52 FEET; THENCE SOUTH 81 DEGREES 49 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 49.25 FEET; THENCE SOUTH 48 DEGREES 04 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 18.28 FEET TO THE POINT OF BEGINNING. CONTAINING 2,609 SQUARE FEET OR 0.060 ACRES, MORE OR LESS
LEGAL DESCRIPTION EASEMENT “B”, ADDITIONAL EASEMENT REQUIRED, WILLIAM LOREN SMITH, ETAL PROPERTY (AS WRITTEN)

Commence at the South West corner of the Northwest quarter of the Southeast quarter of Section 36, Township 3 South, Range 16 West, Bay County, Florida and run thence South 89 degrees 15 minutes 50 seconds East, along the South boundary line of said Northwest quarter of the Southeast quarter, for a distance of 86.58 feet to a point on the Westerly Right of Way line of Middle Beach Road (Hutchinson Blvd); thence South 40 degrees 41 minutes 23 seconds East, along said Westerly Right of Way line, for a distance of 350.00 feet; thence leaving said Westerly Right of Way line run South 33 degrees 35 minutes 26 seconds West, for a distance of 404.43 feet; thence South 85 degrees 33 minutes 35 seconds West, for a distance of 141.90 feet; thence South 03 degrees 29 minutes 49 seconds East, for a distance of 224.26 feet to a point on the North Right of Way line of Front Beach Road (State Road 30); point being on a curve concave north, having a radius of 4,532.75 feet, through a central angle of 03 degrees 46 minutes 48 seconds; thence proceed westerly along said curve for an arc distance of 299.04 feet, (chord bearing and distance = South 88 degrees 21 minutes 36 seconds West, for a distance of 298.99 feet); thence leaving said North Right of Way line run North 48 degrees 04 minutes 44 seconds West, for a distance of 14.34 feet to a point on the East boundary line of property recorded in Official Records Book 1910, Page 748 of the Public Records of Bay County, Florida for the POINT OF BEGINNING; thence leaving said East boundary line proceed North 48 degrees 04 minutes 44 seconds West, for a distance of 28.95 feet; thence North 81 degrees 49 minutes 59 seconds West, for a distance of 70.54 feet; thence North 08 degrees 10 minutes 01 seconds East, for a distance of 11.67 feet; thence North 69 degrees 41 minutes 26 seconds East, for a distance of 24.00 feet; thence North 08 degrees 10 minutes 01 seconds East, for a distance of 5.16 feet; thence South 81 degrees 49 minutes 59 seconds East, for a distance of 46.09 feet; thence South 48 degrees 04 minutes 44 seconds East, for a distance of 28.13 feet to the aforesaid East boundary line; thence South 00 degrees 10 minutes 14 seconds West, along said East boundary line, for a distance of 29.01 feet to the POINT OF BEGINNING. Containing 2,335 square feet or 0.054 acres, more or less.
SURVEYOR'S NOTES:
1. Bearings shown herein are referenced to Florida State Plane Coordinates, North Zone, NAD 1983, Zone U.S. Survey Feet.
2. This survey, map, and report is not valid without the signature and original raised seal of a Florida licensed, surveyor and mapper. Additions or deletions to survey maps or reports by others than the signing party or parties is prohibited without written consent of the signing party or parties.
3. No title search, title opinion or abstract was performed by, nor provided to Preble-Rish, Inc. for the subject property. There may be deeds of record, unresearched deeds, easements, encroachments, right-of-ways, building setbacks, restrictive covenants or other instruments which could affect the boundaries or use of the subject property.
4. This is not a boundary survey.

Sheet Index

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<thead>
<tr>
<th>Title</th>
<th>No.</th>
</tr>
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<tbody>
<tr>
<td>Sketch of Description Section TIRS (1'-200')</td>
<td>S1</td>
</tr>
<tr>
<td>Drainage Easement Detail (1'-40')</td>
<td>S2</td>
</tr>
<tr>
<td>Descriptions</td>
<td>S3</td>
</tr>
</tbody>
</table>

Graphic Scale

Preble-Rish, Inc.
Consulting Engineers

City of Panama City Beach, FL
William Loren Smith, Etal Property